



3. Not only did Edward Jones ignore Saint-Joy's concerns, it ultimately terminated Saint-Joy's employment because he put his complaints in writing to his supervisors.

4. Meanwhile, it plans to proceed with the changes sought by white advisors to diminish the opportunities of non-white advisors.

5. Edward Jones's use of racial quotas violates all applicable antidiscrimination laws, and its retaliation against Saint-Joy could not have been more flagrant. Edward Jones's conduct is all the more remarkable given that recent litigation should have put it on notice that its assignment systems have such great potential for bias and unfairness. This litigation includes Dixon v. Edward D. Jones & Co., L.P., No. 4:22 Civ. 00284 (SEP), in which a federal Court recently held that female and non-white advisors stated a claim for discrimination stemming from Edward Jones's "Goodknight" account reassignment system, id., 2023 WL 2755266, at \*1 (E.D. Mo. Mar. 31, 2023), and Bland v. Edward D. Jones & Co., L.P., No. 18 Civ. 1832, 2020 (N.D. Ill.), in which a federal court approved a class settlement worth \$54,000,000 to compensate African American financial advisors' for unfair penalty provisions in Edward Jones contracts and unfairness in account assignment systems.

6. Edward Jones' implementation of this racially biased algorithm, so soon after the settlement of Bland, both shows a disregard for its Black employees and for the legal consequences of discrimination.

### **JURISDICTION AND VENUE**

7. The Court has subject matter jurisdiction pursuant to 28 USC § 1331 because this action involves a question of federal law under 42 U.S.C. § 1981.

8. The Court also has subject matter jurisdiction 28 U.S.C. § 1332 because there is complete diversity of citizenship.

9. The Court has supplemental subject matter jurisdiction over Plaintiff's state-law claims under 28 U.S.C. § 1367.

10. Venue is proper under 28 U.S.C. § 1391(b)(2), because a substantial part of the events or omissions giving rise to Plaintiff's claim occurred in this district.

### **PARTIES**

11. Plaintiff Feygens Saint-Joy is citizen of New York.

12. Defendant Edward Jones is a citizen of Missouri.

### **ADMINISTRATIVE PROCEDURES**

13. Plaintiff will file a charge of discrimination with the Equal Employment Opportunity Commission and, upon receipt of a Notice of Right to Sue, will seek leave to amend this action to add claims under Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e *et seq.*

### **FACTS**

#### **I. The Match Application**

14. Saint-Joy is an experienced marketing manager with expertise in digital products and digital marketing strategies.

15. He is also a Black man who, through his own professional and personal experience, has developed sophisticated views on institutional racism, algorithmic bias, algorithmic fairness, and discrimination.

16. After 16 years of work in his profession, in July 2021, he began working at Edward Jones Financial as a Marketing Manager supporting Edward Jones' Digital Lead Generation efforts. By all accounts, he was successful in this role.

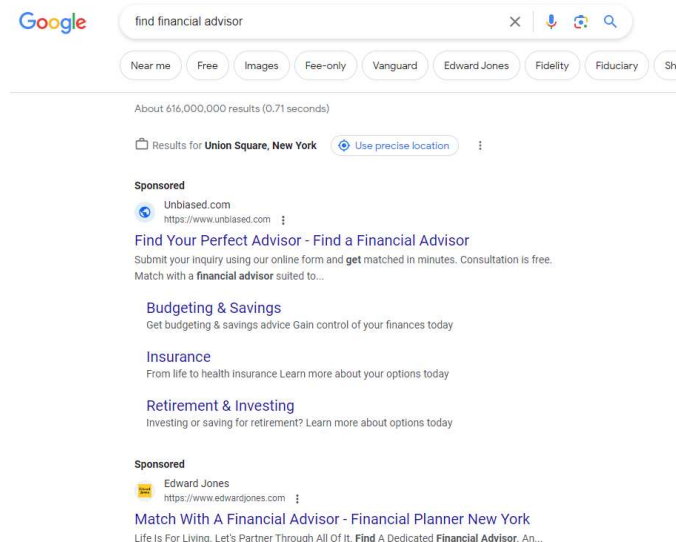
17. In August of 2023, he requested and received a salary increase from \$70 to \$75 an hour to reflect his growing responsibilities.

18. Through its Digital Lead Generation efforts, Edward Jones seeks to connect its financial advisors to people looking for financial advising services, who increasingly use web browsers or social media to search for, assess, and compare available financial advisory services. Especially as younger generations begin earning higher amounts and looking for ways to invest their wealth and save for retirement, advisors like Edward Jones must develop innovative and brand-differentiating programs to be used on their websites and social media.

19. In support of these efforts, Saint-Joy helped design, adjust, and implement applications on Edward Jones’s website to help prospective clients find financial advisors and decide on investment strategies.

20. His efforts included crucial contributions to Edward Jones’s Match application (“Match”), which Edward Jones launched in 2020.

21. Match is a marketing effort by Edward Jones that allows potential customers to enter a zip code, answer a quiz about their investment history, goals, and preferences, and then match with a potential advisor based on their responses. Match is featured prominently on Edward Jones’s website, and Edward Jones spends significant advertising dollars to ensure that it is prominently displayed to anyone who searches Google for a financial advisor. See below.



22. Mr. Saint-Joy also worked on two other Edward Jones digital applications and evaluation tools: the Starting Point quiz application, which takes potential customers' quiz answers and suggests what first steps customers should take to begin their financial planning, and My Priorities, which asks a potential customer to compare different saving goals and priorities until it has enough information to determine the customer's main financial priorities.

23. Only Match connects potential customers to financial advisors.

24. Starting Point and My Priorities only help the potential customer get oriented toward financial planning concepts and figure out their personal saving goals.

25. Apart from being the "Business Owner" of Match, My Priorities, and Starting Point, Saint-Joy helped lead the design of financial advisor profile pages and branch team pages with competitive analysis to give Edward Jones a competitive advantage.

26. However, his work on Edward Jones' digital marketing applications always comprised most of his workload and responsibilities.

27. In short, Match has used a blunt and illegal method to tailor its results. Instead of simply collecting the quiz results, analyzing them, and assigning the most qualified matching financial advisor, Match also applies a racial quota. After a zip code search turns up matching financial advisors in the vicinity, it then winnows them down so that the displayed results show three white males, one non-white male, and two women of any race.

28. By creating racial quotas for its search results, Edward Jones has blatantly violated antidiscrimination laws.

29. For instance, in any locality where over one-sixth of financial advisors are non-white men—as appears likely in majority Black metro areas such as Washington D.C., Jackson, MS, or Atlanta, GA—the final racial filter put on the results will tend to disfavor non-white men.

If all else were equal, and five white men and five non-white men would have qualified to appear in search results because of a customer's quiz answers, then a given non-white man would have a one in five chance of appearance, while a given white man would have a three in five chance of appearance.

30. Such a system "limit[s], segregate[s]" and "classif[ies]" Edward Jones Financial Advisors in a "way which would deprive or tend to deprive" financial advisors of "employment opportunities" because of "race," in violation of Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e-2(a).

31. In any case, regardless of the outcome, it is never legal to use racial quotas in this way. Even if there were no measurable effect on any given financial advisor (which seems unlikely), race is never a valid way to classify employees or determine their qualifications to do work.

## **II. Edward Jones Takes Complaints by White Men Extremely Seriously**

32. Previously, trying to counterbalance any potentially discriminatory effects of applying a racial quota to their financial advisor search results, Edward Jones applied a 50-mile radius to searches for white male financial advisors and a 100-mile radius to searches for non-white male financial advisors and women advisors.

33. In other words, after a potential customer entered quiz results, the Match application would search for both white and non-white financial advisors in a 50-mile radius.

34. If it did not find enough non-white advisors within that radius to supply the quota's prescribed one non-white advisor, it would search again in a 100-mile radius (and, failing that search, would search statewide).

35. Starting at the end of 2022, white financial advisors began writing into the suggestions inbox for the Match application, which Saint-Joy monitored.

36. Several of these messages expressed anger that a non-white advisor received commission that a white financial advisor believed he deserved.

37. On one occasion, a white male financial advisor was incredulous that a Black advisor elsewhere in the state had closed an account worth around \$2 million, obviously believing that this could not have been because of that advisor's credentials or skills, but could only have been based on some perceived advantage he received because of the color of his skin.

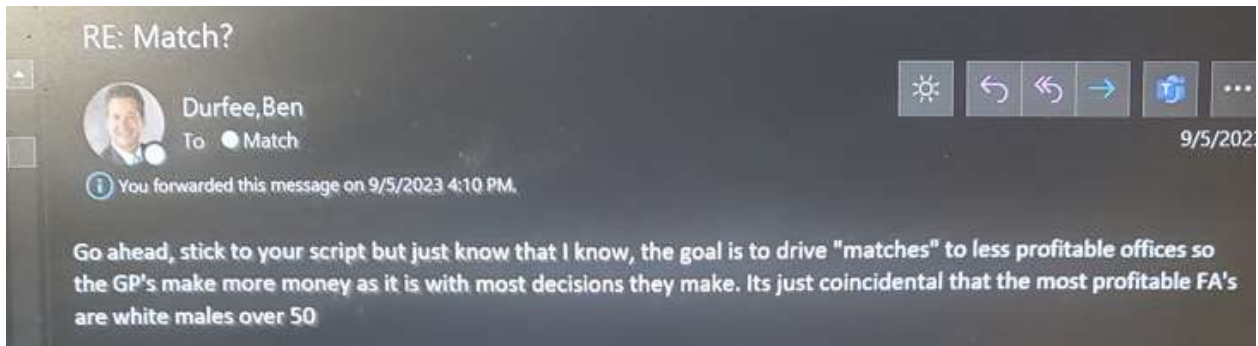
38. This complaint was escalated all the way to CEO Penny Pennington.

39. In this context, in September, 2023, an advisor named Ben Durfee, searched for himself on the Match application to see if he came up. When he found that he did not come up as often as he wanted, he wrote to the inbox:

I've tried several times to "Match" with myself via Edwardjones.com and darned if I show up in the results but once in my zip code but never in surrounding zip codes although I'm closer and one of, if not the most credentialed and experienced advisors in the area.  
Is this because I'm a white male over 50?

Thanks!

40. While the Match team denied that the program was prejudicing him or his ability to win customers, Durfee was not convinced. Finally, he complained,



41. Mr. Saint-Joy would forward these complaints to his supervisors, who always advised him that Richard Yang, the Chief Marketing Officer (“CMO”)<sup>1</sup> would formulate a response.

42. Edward Jones took the complaints of these white male financial advisors, including Durfee’s complaint—which pulses with the venom of white backlash against the success of a Black financial advisor—extremely seriously.

43. Saint-Joy learned that these complaints by white financial advisors were escalated to Yang. Yang then made plans to change the feature of the algorithm whereby it searched in a wider, 100-mile radius for non-white financial advisors, and evened out the radius for all races, regardless of whether the three:one<sup>1</sup> ratio for white to non-white search results would thereby result in a discriminatory impact.

### **III. Saint-Joy Makes a Protected Complaint; Saint-Joy Loses All His Work and is Then Terminated**

44. After this change was proposed, Saint-Joy became rightly concerned that the Match application would wind up causing unfair results in many cases; for instance, if a search pulled up the same number of white and non-white male advisors before any racial quota was applied.

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<sup>1</sup> His official title is Principal, Growth Marketing.



45. Saint-Joy voiced his concerns to the team and his superiors in every meeting until September 6, 2023, when he wrote to Elizabeth Ewanio, Branch Marketing Strategy Department Leader, with a mild suggestion.

46. He asked that the potentially impacted financial advisors be informed of the change and given a chance to offer their opinions and feedback.

47. This was a perfectly reasonable suggestion and one validly oriented towards accomplishing Saint-Joy's duties as a manager of the Match application, since financial advisors might take issue with the new system and might have helpful suggestions for making the application work well.

48. Much to Saint-Joy's surprise, Ewanio balked at his simple suggestion. At this point, Saint-Joy became concerned that Edward Jones was trying to stifle transparency and might be unaware of the potential legal issues with their racial-classification system.

49. So, on September 7, 2023, Saint-Joy made the most explicit imaginable complaint of discrimination in an email to Ewanio and growth marketing department leaders:

According to Section 618 of the Equal Employment Opportunity Commission, the segregating, limiting, and classifying of employees on the basis of race, color, sex, national origins, or religion is expressly prohibited by §703(a)(2) of Title VII. It is an unlawful employment practice for an employer to segregate, limit, or classify employees for employment opportunities. To limit refers to employees and not facilities, jobs, or duties; it also entails restricting, curbing, or curtailing employees in such a matter as to preclude their advancement. I highly recommend we rethink and include those individuals who will be affected . . . and bring them to the table for a discussion and opinions of this limitation to their opportunity.

50. Mr. Saint-Joy sent this email to numerous supervisors, including CMO Richard Yang.

51. The email is remarkable for retaining an even keel. Saint-Joy knew that he did not have the latitude to make the sort of brash complaints that a white man like Durfee can make but that he must couch any such complaint as a request or suggestion and use only the most anodyne, “safe” language, lest he be perceived as aggressive and disruptive. Nevertheless, in citing Title VII, it was a crystal-clear complaint of race discrimination.

52. Just as rapidly as Edward Jones had moved to respond to the “complaint” of a white man, it moved to retaliate against Saint-Joy.

53. After this email, Saint-Joy met with Tracie McClain, Marketing Director, and Girish Sardeshpande, Digital Marketing Leader to discuss Saint-Joy’s concerns. Then, on September 26, 2023, one of Saint-Joy’s supervisors, Sardeshpande, emailed Saint-Joy to tell him he would be losing his stake in the Match application.

54. His response email is notable for its double-speak. While expressing that Edward Jones was “confident that changes to EJ Match will not lead to the outcomes that you are suggesting or concerned about, we strongly believe in a human-centered approach and want to find a solution that better aligns with your wishes and your core values.” In order to help Saint-Joy “align with his core values”, Sardeshpande informed Saint-Joy that he would be relieved from any responsibility over the Match application.

55. This was, of course, an open admission of retaliation, since Saint-Joy’s “core value” in this case was an expressed desire that Edward Jones not violate relevant antidiscrimination laws by using racial classifications in the Match application.

56. Sardeshpande’s email reads, in full:

Thanks for your passion around the algorithm changes for EJ Match. Tracie and I have thought a lot about your concerns that the work doesn't align with your core values and is not a project that you can support. Although leadership is confident that the changes to EJ

Match will not lead to the outcomes that you are suggesting or concerned about, we strongly believe in a human-centered approach and want to find a solution that better aligns with your wishes and your core values. As a result, we're going to move you off the project and ask you to focus exclusively on FA and branch profile management and the branch teaming project, which is critical firm prioritized work. With work growing to support the upcoming MVP, we need someone solely dedicated as the liaison to the FABB team. We'll transition business ownership of EJ Match, Starting Point and My Priorities to other members of the team.

57. It would have been impossible for Sardeshpande to have been more clear that Saint-Joy was being removed from the Match application because of his protected activity.

58. Moreover, while Sardeshpande claimed this was done according to Saint-Joy's wishes, he also removed Saint-Joy's responsibilities over the Starting Point and My Priorities applications.

59. But nothing that Saint-Joy had said had anything to do with Starting Point or My Priorities, neither of which involve matching potential customers with financial advisors, and neither of which apply a race quota of any kind.

60. Even by Sardeshpande's own purportedly benevolent (but still illegal) rationale, it did not make sense to remove responsibility over these applications from Saint-Joy. The only real explanation for these actions was to retaliate against Saint-Joy for daring to complain about an illegal race quota system.

61. Without responsibility for these applications, Saint-Joy did very little in practice. While he retained some nominal responsibilities for updating Edward Jones financial advisor profiles, and a few other minor roles, Sardeshpande, just weeks after Saint-Joy had received a raise, had effectively demoted him to a website administrator.

62. Saint-Joy stood up for himself.

63. In an email dated September 29, 2023, he complained to Sardeshpande that he was being punished for standing up for what he believed was “legal, right, fair, and equitable for those FA’s this algorithm affects.” He pointed out that, with this change, he would functionally have very little work, and would now be severely limited in his ability to advance within Edward Jones.

64. Sardeshpande, in a reply email dated October 3, 2023, denied that Saint-Joy was losing substantive responsibilities. He also reiterated “I want to be clear that moving away from EJ Match was your choice because the upcoming work does not align with your core values. . . . We are simply honoring your wishes.”

65. This was a remarkable thing to say to someone actively protesting being taken off of the assignment in question and who had never said he wanted to be removed from any of his projects, but had only simply requested that Edward Jones redress the discrimination in its quota system.

66. But it was all too obvious that Sardeshpande was merely trying to victim-blame Saint-Joy for Edward Jones’s retaliation.

67. Soon after these events, on December 6, 2023, Saint-Joy learned from his agent (with whom Saint-Joy works as an independent contractor) that his contract would not be renewed and that he would be terminated as of December 29, 2023.

68. This had the same effect as a termination since Saint-Joy had fully expected his contract to be renewed, and Edward Jones had effectively conveyed to him that the contract would be renewed.

69. For instance, his supervisors had on several occasions discussed with him making sure there would be business continuity in his job functions going into 2024. By way of

background, to ensure that their contractors do not wind up classified as employees who would then be subject to various state and federal labor laws, Edward Jones “furloughs” its contractors for several months at the end of each two-year term and then enters a new contract thereafter.

70. However, because Edward Jones treats contractors like Saint-Joy as employees, they often ignore these furloughs and require or request that the contractors work through the furlough. Saint-Joy had discussed working through his nominal “furlough” to ensure that the workstreams for which he was responsible would not fall behind going into 2024.

71. Moreover, Saint-Joy’s supervisors had scheduled him to complete work assignments that would have taken well into 2024. To take just one example, on December 7, 2023—the day after he was informed his contract would not be renewed—a supervisor asked him to participate in a project that she did not expect would be completed “until end of January.”

72. This strongly suggests that the decision to terminate Saint-Joy had been made abruptly, without informing supervisors who normally should have known about the decision.

73. His “Practice Page Monthly Project Timeline” also reflects assignments stretching well into 2024.

74. Finally, Edward Jones’s explanations failed to withstand scrutiny because Saint-Joy requested and received a significant pay raise before he began making complaints about the legal issues with the Match application.

75. When he made this request, Edward Jones did not raise any of the concerns that would later purportedly become important to its decision not to renew him.

76. Indeed, and precisely because the expectation between the parties was that Saint-Joy’s contract would be renewed, Edward Jones felt the need to explain to Saint-Joy (through his agent) why they had decided not to renew his contract.

77. His agents informed him that his supervisors had complained about “missed meetings” and “an overall sense of disengagement.”

78. But no one had ever given hm this feedback; he had always been highly engaged with his work; and the feedback about his missing meetings made no sense.

79. For instance, Edward Jones blamed him for missing meetings that he was no longer permitted to attend because Edward Jones had removed him from the job functions to which those meetings pertained.

80. Citing these meetings as evidence warranting Saint-Joy’s termination was tantamount to blaming Saint-Joy for the retaliation against him.

81. All of this implies that Edwards Jones planned until a late date to keep Saint-Joy into 2024, and that his supervisors only changed their minds once he began making protected complaints of race discrimination.

**FIRST CAUSE OF ACTION**  
**Retaliation in Violation of Section 1981**  
***Against Defendant Edward Jones***

82. Plaintiff hereby repeats and re-alleges each and every allegation as contained in each of the preceding paragraphs as if fully set forth herein.

83. Defendant has unlawfully retaliated against Plaintiff in violation of Section 1981 for his complaints of racial discrimination.

84. As a direct and proximate result of Defendants’ unlawful and retaliatory conduct in violation of Section 1981, Plaintiff has suffered, and continues to suffer, monetary and/or economic damages, including, but not limited to, loss of past and future income, compensation and benefits, for which he is entitled to an award of monetary damages and other relief.

85. As a direct and proximate result of Defendants’ unlawful and retaliatory conduct in violation of Section 1981, Plaintiff has suffered, and continues to suffer, mental anguish and

emotional distress, including, but not limited to, depression, humiliation, embarrassment, stress and anxiety, loss of self-esteem and self-confidence, and emotional pain and suffering, as well as damage to both his personal and professional reputations, for which he is entitled to an award of damages.

86. Defendant's unlawful retaliatory conduct constitutes malicious, willful, wanton and/or reckless indifference to Saint-Joy's federally protected rights under Section 1981, for which Saint-Joy is entitled to an award of punitive damages.

**SECOND CAUSE OF ACTION**  
**Retaliation in Violation of the New York State Human Rights Law ("NYSHRL")**  
***Against Defendant Edward Jones***

87. Plaintiff hereby repeats, reiterates and re-alleges each and every allegation in all of the preceding paragraphs as if fully set forth herein.

88. Defendant has unlawfully retaliated against Plaintiff in violation of the NYSHRL for his complaints of racial discrimination.

89. As a direct and proximate result of Defendants' unlawful and retaliatory conduct in violation of the NYSHRL, Plaintiff has suffered, and continues to suffer, mental anguish and emotional distress, including, but not limited to, depression, humiliation, embarrassment, stress and anxiety, loss of self-esteem and self-confidence, and emotional pain and suffering, as well as damage to both his personal and professional reputations, for which he is entitled to an award of damages.

90. Defendants' unlawful retaliatory conduct was intentional, done with malice and/or showed a deliberate, willful, wanton and reckless indifference to Plaintiff's rights under the NYSHRL for which Plaintiff is entitled to an award of punitive damages.

91. Plaintiff is also entitled to the recovery of attorneys' fees and expenses.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays that the Court enters judgment in his favor and against the Defendant for the following relief:

A. A declaratory judgment that Defendant violated the laws of the United States and the State of New York;

B. An injunction and order permanently restraining Defendant from engaging in unlawful conduct described herein;

C. Reinstatement;

D. An award of damages in an amount to be determined at trial, plus prejudgment interest, to compensate Plaintiff for all monetary and/or non-monetary loss, including damages for emotional distress and mental anguish;

E. An award of punitive damages and/or liquidated damages in an amount to be determined at trial;

F. An award of attorneys' fees and costs that Plaintiff has incurred in this action to the fullest extent permitted by law;

G. An award of interest; and

H. Such other and further relief deemed just and proper.



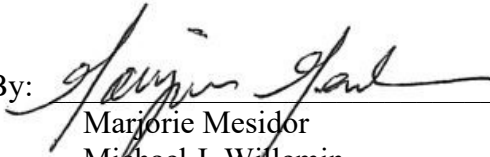
**JURY DEMAND**

Plaintiff hereby demands a trial by jury on all issues of fact and damages stated herein.

Dated: February 6, 2024  
New York, New York

Respectfully submitted,

**WIGDOR LLP**

By:   
Marjorie Mesidor  
Michael J. Willemin  
John S. Crain

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*Counsel for Plaintiff*

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

FEYGENS SAINT-JOY

(b) County of Residence of First Listed Plaintiff Nassau (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number) Marjorie Mesidor, Esq. Wigdor LLP Michael J. Willemin, Esq. 85 Fifth Ave, 5th Floor John S. Crain, Esq. New York, NY 10003

DEFENDANTS

EDWARD D. JONES & Co., L.P.

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

Emily N.K. Monroe, Esq. Littler Mendelson, P.C. 1201 Walnut Street, Suite 1450 Kasnas City, MO 64106

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

Does this action include a motion for temporary restraining order or order to show cause? Yes [ ] No [x]

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship: Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation.

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Large table with categories: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District (specify), 6 Multidistrict Litigation - Transfer, 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION: Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 42 U.S.C. 1981. Brief description of cause: Retaliation.

VII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: [x] Yes [ ] No

VIII. RELATED CASE(S) IF ANY (See instructions): JUDGE DOCKET NUMBER

DATE: 2/6/2024 SIGNATURE OF ATTORNEY OF RECORD: [Signature]

FOR OFFICE USE ONLY: RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

**CERTIFICATION OF ARBITRATION ELIGIBILITY**

Local Arbitration Rule 83.7 provides that with certain exceptions, actions seeking money damages only in an amount not in excess of \$150,000, exclusive of interest and costs, are eligible for compulsory arbitration. The amount of damages is presumed to be below the threshold amount unless a certification to the contrary is filed.

Case is Eligible for Arbitration

I, Marjorie Mesidor, counsel for Feygens Saint-Joy, do hereby certify that the above captioned civil action is ineligible for compulsory arbitration for the following reason(s):

- 
- 
- 

monetary damages sought are in excess of \$150,000, exclusive of interest and costs,  
 the complaint seeks injunctive relief,  
 the matter is otherwise ineligible for the following reason

**DISCLOSURE STATEMENT - FEDERAL RULES CIVIL PROCEDURE 7.1**

Identify any parent corporation and any publicly held corporation that owns 10% or more of its stocks:

Plaintiff is not a corporation.

**RELATED CASE STATEMENT (Section VIII on the Front of this Form)**

Please list all cases that are arguably related pursuant to Division of Business Rule 50.3.1 in Section VIII on the front of this form. Rule 50.3.1 (a) provides that "A civil case is "related" to another civil case for purposes of this guideline when, because of the similarity of facts and legal issues or because the cases arise from the same transactions or events, a substantial saving of judicial resources is likely to result from assigning both cases to the same judge and magistrate judge." Rule 50.3.1 (b) provides that " A civil case shall not be deemed "related" to another civil case merely because the civil case: (A) involves identical legal issues, or (B) involves the same parties." Rule 50.3.1 (c) further provides that "Presumptively, and subject to the power of a judge to determine otherwise pursuant to paragraph (d), civil cases shall not be deemed to be "related" unless both cases are still pending before the court."

**NY-E DIVISION OF BUSINESS RULE 1(c)**

- 1.) Is the civil action being filed in the Eastern District removed from a New York State Court located in Nassau or Suffolk County?  Yes  No
- 2.) If you answered "no" above:
  - a) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in Nassau or Suffolk County?  Yes  No
  - b) Did the events or omissions giving rise to the claim or claims, or a substantial part thereof, occur in the Eastern District?  Yes  No
  - c) If this is a Fair Debt Collection Practice Act case, specify the County in which the offending communication was received: \_\_\_\_\_

If your answer to question 2 (b) is "No," does the defendant (or a majority of the defendants, if there is more than one) reside in Nassau or Suffolk County, or, in an interpleader action, does the claimant (or a majority of the claimants, if there is more than one) reside in Nassau or Suffolk County?  Yes  No

(Note: A corporation shall be considered a resident of the County in which it has the most significant contacts).

**BAR ADMISSION**


I am currently admitted in the Eastern District of New York and currently a member in good standing of the bar of this court.

Yes  No

Are you currently the subject of any disciplinary action (s) in this or any other state or federal court?

Yes (If yes, please explain)  No

I certify the accuracy of all information provided above.

Signature: 

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Eastern District of New York

FEYGENS SAINT-JOY,

Plaintiff(s)

v.

EDWARD D. JONES & CO., L.P.,

Defendant(s)

Civil Action No. 2:24-cv-923

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Edward Jones
12555 Manchester Road
Saint Louis, MO 63131

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: Marjorie Mesidor, Esq. Wigdor LLP
Michael J. Willemin, Esq. 85 Fifth Ave, Fifth Floor
John S. Crain, Esq. New York, NY 10003

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

BRENNA B. MAHONEY
CLERK OF COURT

Date: \_\_\_\_\_

Signature of Clerk or Deputy Clerk

Civil Action No. 2:24-cv-923

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_ .

I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* \_\_\_\_\_ , who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I returned the summons unexecuted because \_\_\_\_\_ ; or

Other *(specify)*:

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00 \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc: