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**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF VIRGINIA
Roanoke Division**

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

Plaintiff,

v.

SAMUEL (ED) CLYBURN, JR.,

Defendant.

Case No.: 7:20cv433

COMPLAINT FOR:

- 1. MISAPPROPRIATION OF TRADE SECRETS UNDER 18 U.S.C. §§ 1836, *et seq.***
- 2. MISAPPROPRIATION OF TRADE SECRETS UNDER VIRGINIA UNIFORM TRADE SECRETS ACT CODE §§ 59.1-336**
- 3. BREACH OF CONTRACT**
- 4. INJUNCTIVE RELIEF**

Plaintiff Edward D. Jones & Co., L.P. (“Edward Jones”), by and through its undersigned counsel, for its Complaint against Defendant Samuel (Ed) Clyburn, Jr. states as follows:

INTRODUCTION

1. This action is for a temporary restraining order and preliminary injunction to maintain the *status quo* pending resolution of arbitration proceedings between Edward Jones and Defendant Samuel (Ed) Clyburn, Jr. (“Mr. Clyburn” or “Defendant”).¹

2. Mr. Clyburn was employed by Edward Jones. This dispute arises out of Mr. Clyburn’s departure from Edward Jones on Friday, June 26, 2020.

3. Upon information and belief, while still employed by Edward Jones, Mr. Clyburn secretly, and in violation of his legal, equitable and contractual obligations to Edward Jones, actively and deceptively printed, copied, and/or removed Edward Jones’ confidential client information and trade secrets, and took them with him to his new employment at Ameriprise Financial Services, Inc. (“Ameriprise”), a firm in direct competition with Edward Jones.

4. Mr. Clyburn is also soliciting Edward Jones’ clients in breach of his contractual obligations.

5. Mr. Clyburn’s conduct constitutes a breach of contract and violates the Defend Trade Secrets Act (“DTSA”), 18 U.S.C. § 1836, *et seq.* and the Virginia Uniform Trade Secrets Act, Code §§ 59.1-336.

6. To prevent continued irreparable harm arising from Mr. Clyburn’s course of conduct, Edward Jones seeks immediate injunctive relief (in the form of a temporary restraining order and a preliminary injunction), barring Mr. Clyburn and any entity acting in concert with him from soliciting Edward Jones’ clients, and also barring Mr. Clyburn from possessing, distributing, conveying and/or further using Edward Jones’ confidential trade secrets and

¹ Edward Jones and Mr. Clyburn agreed to submit the matters addressed in this Complaint to arbitration according to the rules of the Financial Industry Regulatory Authority (“FINRA”). Arbitration proceedings are being filed concurrently with FINRA Dispute Resolution. Edward Jones and Mr. Clyburn, however, also expressly agreed that Edward Jones has the right to seek injunctive relief before a court of competent jurisdiction pending the outcome of arbitration. Express language governing these rights is set forth herein at ¶ 26.

proprietary business and client information. Edward Jones seeks this relief pending resolution of its claims against Mr. Clyburn in a related arbitration.

PARTIES

7. Edward Jones is a limited partnership and a registered broker/dealer operating more than 14,000 branch offices across the United States. Edward Jones is organized and existing under the laws of Missouri and maintains its principal place of business in Saint Louis, Missouri.

8. Mr. Clyburn is currently a resident of Wythe County, Virginia. Prior to June 26, 2020, Mr. Clyburn was employed as a financial advisor with Edward Jones in an office located at 775 W Main St., Suite 1, Wytheville, VA 24382.

9. Mr. Clyburn is now a financial advisor with Ameriprise Financial Services, Inc. in an office located 355 E Monroe St., Wytheville, VA 24382.

JURISDICTION AND VENUE

10. This Court has original subject matter jurisdiction over this matter pursuant to 28 U.S.C. § 1331, because claims at issue are governed by the laws of the United States, specifically the federal Defend Trade Secrets Act, 18 U.S.C. § 1836, *et seq.* and related statutes.

11. This Court has supplemental jurisdiction pursuant to 28 U.S.C. § 1367 over other claims brought by Edward Jones because they form part of the same case or controversy as the claims over which this Court has original subject matter jurisdiction.

12. This Court also has jurisdiction pursuant to 28 U.S.C. § 1332 in that Plaintiff and Defendant, who are adverse to one another, are citizens of different states and the amount in controversy exceeds \$75,000.

13. This Court has personal jurisdiction over Defendant because he is domiciled in Virginia.

14. Venue is proper in this District because Defendant resides in and is domiciled in Virginia.

FACTUAL ALLEGATIONS

15. Edward Jones offers a wide variety of investment and financial advisory services. Edward Jones specializes in operating one-person branch offices in smaller- and medium-sized markets, including Wytheville, Virginia, that have not traditionally been serviced by the larger investment firms. The successful operations of Edward Jones' offices in these markets, dealing almost exclusively with individual investors, is the result of many years of effort, research, promotion, advertising, time, expense, marketing and good will expended by Edward Jones.

16. Mr. Clyburn was employed by Edward Jones as a financial advisor in the Wytheville, VA area from on or about October 2009 until he resigned without notice on June 26, 2020.

17. Mr. Clyburn executed a Financial Advisor Employment Agreement (Non-Licensed) (the "Agreement") when he accepted employment at Edward Jones. A true and correct copy of this agreement, as executed by Mr. Clyburn, is attached hereto as **Exhibit A**.

18. Throughout his employment, Mr. Clyburn received constant supervision, assistance, and support from Edward Jones. He was visited and contacted by employees of Edward Jones to provide him with training and assistance. In addition, Mr. Clyburn was able to and did, in fact, contact the Edward Jones headquarters to utilize the comprehensive services available there to assist him in managing his office and increasing his ability to become a successful financial advisor. *See* Affidavit of Carol Hartis, attached as **Exhibit B**, at ¶ 4.

19. In signing his Agreement, Mr. Clyburn acknowledged and agreed that his employment would put him in contact with confidential, proprietary, and trade secret information of Edward Jones, including but not limited to the names and contact information of Edward Jones' clients and the services provided to them. Mr. Clyburn agreed that he would protect this confidential trade secret information, that he would use it exclusively in relation to his employment with Edward Jones, and that he would return it to Edward Jones upon termination of his employment. **Exhibit A**, at ¶ 15.

20. Client information including names, addresses, investment holdings and other financial information are confidential trade secrets, as defined by the Agreement and by law, and the exclusive property of Edward Jones. **Exhibit B**, at ¶ 5-6.

21. Clients consider their financial information to be confidential and expect Edward Jones to take any and all reasonable steps to ensure their confidentiality.

22. Paragraph 15 of Mr. Clyburn's Agreement states as follows:

You agree that all records of Edward Jones, whether original, duplicated, computerized, memorized, handwritten, or in any other form, and all information contained in those records, whether generated by Edward Jones or you including, but not limited to Edward Jones' processes, methods, plans, data, operations and the identities, names, addresses and telephone numbers of any account and/or client are confidential, proprietary to Edward Jones and constitute trade secrets of Edward Jones ("Edward Jones Trade Secrets"). Edward Jones Trade Secrets are and shall remain the sole and exclusive property of Edward Jones at all times during your employment with Edward Jones and after the termination of your employment. You shall at no time, while this Agreement is in effect or thereafter, use any Edward Jones Trade Secrets acquired by you during the period of this Agreement in a manner adverse to the interest of Edward Jones . . . It shall constitute a violation of this Agreement for you to provide client information to other than Edward Jones employees who have need to access said information for the purpose of providing investments and services to clients of Edward Jones . . . It shall constitute a breach of this Agreement for you to

provide client information to anyone without the express written permission of Edward Jones including, but not limited to, prospective or future employers, for any purpose whatsoever . . . These Edward Jones Trade Secrets, whether provided to you by Edward Jones or by any clients of Edward Jones, are entrusted to you as an employee and representative of Edward Jones. These Edward Jones Trade Secrets are unique, extremely valuable to Edward Jones, and are developed and acquired by great expenditures of time, effort, and cost. You agree that all of said Edward Jones Trade Secrets or any part of them are the sole proprietary information of Edward Jones and shall be treated by you at all times as confidential information of Edward Jones. You further agree that (a) the identity and particular needs of Edward Jones' clients have actual or potential independent economic value because such information is not generally known and is not readily ascertainable by proper means by competitors of Edward Jones or others in the industry; (b) Edward Jones has a proprietary interest in the identity of its clients and all other information about its clients; and (c) documents and information regarding Edward Jones' processes, methods, plans, data, operations, and the identities, names, addresses and telephone numbers of any account and/or client are highly confidential and are protected from disclosure as Trade Secrets or otherwise proprietary and confidential information. You will not use these Edward Jones Trade Secrets or remove any records or duplicates of records containing Edward Jones Trade Secrets from any Edward Jones premises except for the purpose of conducting business on behalf of Edward Jones. You further agree not to divulge or disclose these Edward Jones Trade Secrets to any third-party, either during your employment or at any time thereafter . . . In the event of the termination of your employment with Edward Jones, for any reason whatsoever, you agree to return any original records and any copies whatsoever of documents or any computerized records containing Edward Jones Trade Secrets or any confidential and proprietary information which have been removed from Edward Jones . . . You acknowledge and agree that Edward Jones will suffer great loss and damage if, during your employment with Edward Jones or at any time thereafter, you were to improperly use or disclose Edward Jones Trade Secrets or confidential and proprietary information. . . Therefore, you agree that you must comply with the restrictive covenants of this Agreement. It is understood at the execution of this Agreement, and you acknowledge and agree, that such restrictions protect legitimate protectable interests of Edward Jones with respect to Edward Jones Trade Secrets and that the restrictions are reasonable and necessary to protect such interests, and that such restrictions do not impair or

prevent you from earning a living or from working in other areas of the securities industry (e.g., effectuating sales to non-restricted customers).

23. In signing the Agreement, Mr. Clyburn also agreed not to solicit Edward Jones' customers for a period of one year following termination of his employment.

24. Paragraph 15 of the Financial Advisor Employment Agreement states as follows:

Furthermore, you agree for a period of one year following the termination of your employment, that you will not solicit by mail, phone, electronic communication, personal meeting, or any other means, either directly or indirectly, any clients of Edward Jones with whom you had direct contact during your employment with Edward Jones or about whom you have information or knowledge of confidential information or Edward Jones Trade Secrets, provided that the foregoing provision shall not apply to clients with whom you did securities and/or insurance business before you became an employee of Edward Jones. Your agreement not to solicit means that you shall not, during your employment with Edward Jones, and for a period of one year thereafter, initiate any contact or communication of any kind whatsoever for the purpose of inviting, encouraging or requesting any Edward Jones client to transfer from Edward Jones to you or to your new employer, to open a new account with you or with your new employer or to otherwise discontinue his/her/its patronage and business relationship with Edward Jones. . . . You acknowledge and agree that Edward Jones will suffer great loss and damage if, during your employment with Edward Jones or at any time thereafter, you were to improperly use . . . your contacts and relationships with any customers of Edward Jones. Therefore, you agree that you must comply with the restrictive covenants of this Agreement. It is understood at the execution of this Agreement, and you acknowledge and agree, that such restrictions protect legitimate protectable interests of Edward Jones with respect to Edward Jones Trade Secrets and that the restrictions are reasonable and necessary to protect such interests, and that such restrictions do not impair or prevent you from earning a living or from working in other areas of the securities industry (e.g., effectuating sales to non-restricted customers).

25. Mr. Clyburn acknowledged and agreed that a breach of his obligations would cause irreparable harm to Edward Jones. He also agreed that Edward Jones would be entitled to injunctive relief related to any such breach, as well as the recovery of related attorneys' fees.

26. Paragraph 16 of the Agreement states as follows:

In addition to, and not in lieu of, all other rights and remedies available to Edward Jones, Edward Jones shall be automatically entitled to a temporary restraining order and a temporary or preliminary injunction and to obtain all other available equitable remedies including a permanent injunction in order to retain and enjoin any breach or violation of this Agreement by you. The exercise of Edward Jones' right to obtain injunctive relief for any actual or threatened damage or injury caused by you shall not prejudice its right to seek and obtain damages. To the extent that disputes between the parties may be subject to arbitration in accordance with any other agreement, rule, regulation or statute, Edward Jones and you agree that Edward Jones would suffer substantial, immediate and irreparable harm to its patronage and good will; that it would suffer the loss of its customers and accounts (which cannot be adequately remedied by damages); that any remedy in arbitration would be a nullity unless temporary and preliminary relief preserving Edward Jones' rights hereunder pending such arbitration is granted; and that Edward Jones shall therefore be automatically entitled to (and may proceed to secure) a temporary restraining order and temporary or preliminary injunction and other appropriate relief in any state or federal court in order to preserve the status quo that existed prior to any alleged breach of this Agreement pending the outcome of such arbitration.

..

You acknowledge that the separate and distinct promises in this Agreement are reasonable and necessary in order to protect Edward Jones' legitimate business interests, that any violation would result in irreparable injury to Edward Jones, and that the enforcement of a remedy by way of injunction or otherwise would not prevent you from earning a living. If Edward Jones incurs expenses to retain attorneys to enforce this Agreement and/or seek redress for any violation, you promise and agree to pay all costs, court costs, fees and expenses, including actual attorney's fees, incurred by Edward Jones to enforce this Agreement and/or recover and collect damages for any violation, whether or not litigation is commenced.

27. Edward Jones has, when necessary, enforced its Financial Advisor Employment Agreement (Non-Licensed) against former employees who have breached its terms.

28. Moreover, Edward Jones does not stop its efforts at ensuring the confidentiality of client information at requiring Financial Advisors to execute its Agreement. Each Financial Advisor, including Mr. Clyburn, is provided the Edward Jones Compliance Manual (the “Manual”). **Exhibit B**, at ¶ 8.

29. Each and every Financial Advisor is required to read the Manual and be familiar with its contents. When signing the Agreement, Mr. Clyburn agreed “to become familiar with and strictly adhere to all rules, regulations and policies established by Edward Jones as set forth in the Edward Jones Compliance Manual . . . or in other communications.” (Agreement ¶ 18.)

30. The Edward Jones Compliance Manual states as follows:

The Uniform Trade Secrets Act forms the basis for this policy.

A “trade secret” is defined by the Uniform Trade Secrets Act as including information of any form, regardless of “how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing,” and of any type, “financial, business, scientific, technical, economic, or engineering information,” so long as:

- (1) The information is actually secret, because it is neither known to, nor readily ascertainable by, another person who can obtain economic value from the disclosure or use of the information;
- (2) The owner has taken “reasonable measures” to maintain the secrecy; and
- (3) Independent economic value is derived from that secrecy.

Policy

Edward D. Jones & Co., L.P. (collectively with its affiliates, “Edward Jones”) considers as its trade secrets, (“Trade Secrets”), and intends to keep confidential, everything protected under the Uniform Trade Secrets Act as well as the following:

Computer programs (whether in the form of source code, assembly language, object code, or any other form, including software, firmware, and programmable array logic)

Formulas, algorithms

Methods, techniques, processes

Designs, specifications, diagrams, flow charts

Manuals, descriptions, instructions, explanations, improvements

All ideas, systems, and methods of operation

Information concerning or resulting from research and development work performed by Edward Jones

Information concerning Edward Jones' management, financial condition, financial operation, purchasing activities, sales activities, marketing activities and business plans, or other activities Information concerning actual or potential Edward Jones clients, including their identities, contact information, and financial information, including client contact information contained on a financial advisor's Facebook Business page, LinkedIn page or other social media platform

All other types and categories of information for which Edward Jones intends or expects secrecy to be maintained and for which the firm has made reasonable efforts to maintain its secrecy

Trade Secrets include both information learned by Edward Jones partners and associates (collectively, "Associates") during their time working for Edward Jones and information developed by Associates in the course of their work for Edward Jones.

By virtue of employment with Edward Jones, or as owner of The Jones Financial Companies, L.L.L.P., one may be entrusted with or have access to Trade Secret information. Under the law, associates are obligated not to disclose or use, except in their work at Edward Jones, any Trade Secret. This obligation exists both during and after one's employment with Edward Jones and for so long as the Trade Secret is not generally known outside Edward Jones.

Associates may also be advised from time to time as to restrictions upon the use or disclosure of specified information that has been licensed or otherwise disclosed to Edward Jones by third parties per license or confidential disclosure agreements. Such agreements may contain restrictions upon the use or disclosure of such information. Associates must abide by the restrictions upon use and disclosure contained in such agreements.

All documents, encoded media and other tangible items provided by Edward Jones or prepared, generated, or created in connection

with any business activity of Edward Jones are the property of Edward Jones.

Leaving the Firm

Upon termination of employment with Edward Jones, the financial advisor must promptly:

1. deliver to Edward Jones all documents, media and other items in financial advisor's possession;
2. close his/her Facebook Business page; and
3. delete all firm client contact information from the financial advisor's page as a connection in LinkedIn before changing the financial advisor's profile information.

Failure to immediately close your Facebook Business page and delete all firm client contact information from the financial advisor's page as a connection in LinkedIn shall be evidence that soliciting, contacting, or communicating has occurred, and shall also be evidence that a violation of Edward Jones' Trade Secret Policy has occurred.

In the event a financial advisor does not immediately close his or her online Facebook Business page or delete all firm client contact information from the financial advisor's page as a connection in LinkedIn upon leaving the firm for any reason, the firm is entitled to seek injunctive relief, including relief to require the immediate shut-down of the online profile and requirement that the financial advisor cooperate with obtaining evidence of all online activity both before and after their employment by the firm has ended.

31. Edward Jones requires every Financial Advisor, including Mr. Clyburn, to regularly acknowledge the trade secret status of client information. Each Financial Advisor, including Mr. Clyburn, must acknowledge the trade secret status of said information or be denied access to said information on the office computer. **Exhibit B**, at ¶ 9.

32. As recently as May 18, 2020, as well as many times before, Mr. Clyburn acknowledged the trade secret status of the information at issue in this matter. A true and correct copy of the most recent acknowledgement signed by Mr. Clyburn is attached hereto as **Exhibit C**.

33. Edward Jones undertakes other extensive efforts to ensure that confidential client information is secured and not available to the public. The steps include not only requiring Financial Advisors to execute the agreements described herein and abide by the confidentiality requirements contained in the Manual, but also the implementation of various security systems limiting access to hard-copy and computer data and restricting access to said information to only those who have a need to know and have access to it.

34. Upon information and belief, Mr. Clyburn intentionally collected Edward Jones' Trade Secrets and took them with him to solicit Edward Jones' clients and induce them to terminate their relationship with Edward Jones.

35. Around February 2020, Mr. Clyburn moved his Edward Jones Branch Office from Monroe Street to 775 W Main St., Suite 1, Wytheville, VA 24382. However, when the Transitional Financial Advisor arrived at the Branch Office after Mr. Clyburn's resignation, there were no documents or client files. **Exhibit B**, at ¶ 11-12.

36. Mr. Clyburn worked from home in the months before his resignation, giving him complete and unfettered access to Edward Jones confidential Client information. **Exhibit B**, at ¶ 11.

37. On the day he resigned, Mr. Clyburn left a file folder with a list of Clients who had a required minimum distribution. The list contained confidential Edward Jones Client information, including Client names, contact information, and account balances. **Exhibit B**, at ¶ 13.

38. Upon information and belief, Mr. Clyburn had the list with him at his home prior to his resignation.

39. In addition, Ameriprise instructs incoming recruits to compile client information from their former firm and input it onto a thumb drive, some other storage device, or into a third party cloud-based system (“Transition Safe”) before the recruit’s resignation. Customarily, the information includes, at a minimum, client identities, addresses, telephone numbers, and email addresses.

40. Once the financial advisor resigns from his former firm and joins Ameriprise, the client information becomes accessible to Ameriprise.

41. Ameriprise and the financial advisor then utilize the client information to begin immediately contacting clients from the financial advisor’s former firm in an effort to convince them to transfer their accounts to Ameriprise.

42. Upon information and belief, Mr. Clyburn and Ameriprise utilized the same or a similar strategy during Mr. Clyburn’s transition.

43. As a result, Mr. Clyburn was able to begin immediately contacting Edward Jones clients after his resignation in an effort to convince them to transfer to Ameriprise.

44. To date, Mr. Clyburn has contacted, via telephone, at least 23 Edward Jones clients. **Exhibit B**, at ¶¶ 15-17.

45. At least 22 other Clients already knew about Mr. Clyburn’s transition in the days following his resignation. **Exhibit B**, at ¶¶ 16-17.

46. Three Edward Jones clients specifically reported that Mr. Clyburn called them shortly after his resignation and asked them to transfer to Ameriprise. *See* Affidavit of Curtis Miller, attached as **Exhibit D**, at ¶ 7.

47. One Edward Jones Client said Mr. Clyburn called her the day he resigned and she told him that she did not know if she wanted to transfer her account. Mr. Clyburn then sent her

an introductory letter regarding Ameriprise. The Client was agitated about receiving the letter. **Exhibit D**, at ¶ 8.

48. An Edward Jones Client from another Edward Jones branch office in Wytheville reported that he received a FINRA disclosure letter from Ameriprise regarding opening an account at Ameriprise, but he had never requested to open an account at Ameriprise. *See* Affidavit of Russell Jones, attached as **Exhibit E**, at ¶¶ 4-7.

49. Upon information and belief, Mr. Clyburn was planning his transition before his resignation from Edward Jones.

50. Mr. Clyburn moved his Edward Jones Office around February 2020, but did not inform the Edward Jones clients about the move from Monroe Street to 775 W Main Street, Ste. 1. Mr. Clyburn is now working for Ameriprise at the same location as his previous Edward Jones branch office. **Exhibit B**, at ¶ 11.

51. Mr. Clyburn contacted clients prior to his resignation to schedule appointments that would occur after his resignation. The Clients did not know that Edward Jones had moved the branch location, so Clients would not realize, until arriving, the appointment at the former branch office was actually an appointment at an Ameriprise Branch Office.

52. For example, on Monday, June 29, 2020, a Client reported that she had an upcoming appointment scheduled with Mr. Clyburn that was made “a few months ago.” The meeting was not documented on the branch office calendar. **Exhibit B**, at ¶ 19.

53. On Tuesday, June 30, 2020, a Client reported that he already had an appointment scheduled with Mr. Clyburn and was confused if he was at Edward Jones. **Exhibit B**, at ¶ 20.

54. On Tuesday, June 30, 2020, a Client reported that Mr. Clyburn had left her a message “the other day” that he needed to do an annual review. **Exhibit B**, at ¶ 21.

55. On Tuesday, June 30, 2020, a Client was surprised to hear about Mr. Clyburn because he had just called her and asked her to “come by the office for her review.” **Exhibit B**, at ¶ 22.

56. Another Client reported that Mr. Clyburn scheduled an appointment with her prior to his resignation and called her after his resignation and said he could now explain why he scheduled the appointment – so that he could have her sign forms to transfer her account to Ameriprise. **Exhibit D**, at ¶ 8.

57. Mr. Clyburn has called that Client multiple times. **Exhibit D**, at ¶ 9.

58. Several other clients have reported that Mr. Clyburn has called them multiple times. **Exhibit D**, at ¶ 10.

59. To date, Mr. Clyburn is continuing to solicit Edward Jones clients.

60. Edward Jones’ Trade Secret client information taken and/or retained by Mr. Clyburn is confidential and proprietary to Edward Jones and is not readily available to or ascertainable by Mr. Clyburn or other competitors. Such information is valuable to competitors because it can be used to target solicitation of an otherwise unknown group of investors.

61. When Edward Jones’ Trade Secret client information is improperly disseminated to third parties, it can result in monetary damages as well as harm to its business reputation and a loss of goodwill.

62. Mr. Clyburn’s use of Edward Jones’ Trade Secrets and violation of his agreements with Edward Jones is causing and will continue to cause irreparable harm to Edward Jones.

63. Before Mr. Clyburn’s resignation, the Wytheville, Virginia Branch Office served total assets in excess of \$70 million. As of July 15, 2020, just 19 days after Mr. Clyburn’s abrupt

resignation without notice, over \$21 million in assets have transferred to Mr. Clyburn at Ameriprise. **Exhibit D**, at ¶ 11.

64. The actions of Mr. Clyburn have damaged the financial viability of the Edward Jones' Wytheville, Virginia office because he has used confidential Trade Secret information to solicit Edward Jones' clients representing a significant amount of assets, as well as caused noncompensable damages to Edward Jones' business reputation and goodwill that it has developed at great effort and expense over the years.

COUNT I
MISAPPROPRIATION OF TRADE SECRETS
Defend Trade Secrets Act, 18 U.S.C. §§ 1836, *et seq.*

65. The allegations of Paragraphs 1 through and including 64 are incorporated herein by reference with the same force and effect as if set forth in full below.

66. Edward Jones' Trade Secrets and confidential and proprietary business and client information derive substantial, independent economic value from not being generally known to the public or to its competitors, who could obtain economic value from the information. Edward Jones has expended substantial financial and human resources to develop this information, which cannot be easily acquired or replicated by others.

67. Edward Jones has taken reasonable steps under the circumstances to safeguard the confidentiality and secrecy of its trade secrets and confidential information.

68. Among other things, Edward Jones has required its employees to sign agreements and conform to policies that include confidentiality provisions. It has instructed its employees to not disclose internal information to third parties. It has taken security measures and other measures to protect its Trade Secrets and confidential information in electronic and hard-copy formats.

69. Mr. Clyburn agreed to and acknowledged contracts and policies that include confidentiality and non-disclosure provisions.

70. Edward Jones' Trade Secrets and confidential information are valuable and important to the operation of its business.

71. Edward Jones' Trade Secrets and confidential information are not known to competitors, and not readily ascertainable through proper means by competitors. Competitors could profit from the use or disclosure thereof.

72. Edward Jones is informed and believes that Mr. Clyburn has used Edward Jones' Trade Secrets and confidential information for his benefit without Edward Jones' consent in breach of his duties to Edward Jones to maintain their secrecy and use them only during his employment and only for the benefit of Edward Jones.

73. Mr. Clyburn's conduct constitutes a misappropriation and misuse of Edward Jones' confidential, proprietary, and trade secret information.

74. If Mr. Clyburn is permitted to continue to unfairly compete with Edward Jones as described herein, he will continue to use the Edward Jones' Trade Secrets and confidential information to his advantage, and/or to the advantage of competitors and to the irreparable detriment of Edward Jones.

75. Upon information and belief, Mr. Clyburn's actions and conduct were willful and malicious, and in conscious disregard of the rights of Edward Jones.

76. By reason of Mr. Clyburn's violations of the Defend Trade Secrets Act, 18 U.S.C. ¶ 1836 and related statutes, Edward Jones faces immediate, substantial, and irreparable harm for which there is no adequate remedy at law.

77. As a direct and proximate result of Mr. Clyburn's violations of the federal Defend Trade Secrets Act, 18 U.S.C. §§ 1836 *et seq.*, Edward Jones has sustained and will continue to sustain irreparable injury, the damages from which cannot now be calculated, but which exceed \$75,000. Accordingly, Edward Jones is entitled to a temporary restraining order and a preliminary injunction, compensatory and exemplary damages, and attorneys' fees.

COUNT II
MISAPPROPRIATION OF TRADE SECRETS
The Virginia Uniform Trade Secrets Act, Code § 59.1-336

78. The allegations of Paragraphs 1 through and including 77 are incorporated herein by reference with the same force and effect as if set forth in full below.

79. Edward Jones' Trade Secrets and confidential and proprietary business and client information derives substantial, independent economic value from not being generally known to the public or its competitors, who could obtain economic value from the information. Edward Jones has expended substantial financial and human resources to develop this information, which cannot be easily acquired or replicated by others.

80. Edward Jones has taken reasonable steps under the circumstances to safeguard the confidentiality and secrecy of its Trade Secrets and confidential information.

81. Among other things, Edward Jones has required its employees to sign agreements and conform to policies that include confidentiality provisions. It has instructed its employees to not disclose internal information to third parties. It has taken security measures and other measures to protect its Trade Secrets and confidential information in electronic and hard-copy formats.

82. Mr. Clyburn agreed to and acknowledged contracts and policies that include confidentiality and non-disclosure provisions.

83. Edward Jones' Trade Secrets and confidential information are valuable and important to the operation of its business.

84. Edward Jones' Trade Secrets and confidential information are not known to competitors, and not readily ascertainable through proper means by competitors. Competitors could profit from the use or disclosure thereof.

85. Edward Jones is informed and believes that Mr. Clyburn has used Edward Jones' Trade Secrets and confidential information for his benefit without Edward Jones' consent in breach of his duties to Edward Jones to maintain their secrecy and use them only during his employment and only for the benefit of Edward Jones.

86. Mr. Clyburn's conduct constitutes a misappropriation and misuse of Edward Jones' confidential, proprietary, and trade secret information.

87. If Mr. Clyburn is permitted to continue to unfairly compete with Edward Jones as described herein, he will continue to use the Edward Jones' Trade Secrets and confidential information to his advantage, and/or to the advantage of competitors and to the irreparable detriment of Edward Jones.

88. Upon information and belief, Mr. Clyburn's actions and conduct were willful and malicious, and in conscious disregard of the rights of Edward Jones.

89. By reason of Mr. Clyburn's violations of the Virginia Uniform Trade Secrets Act, Code § 59.1-336, Edward Jones faces immediate, substantial, and irreparable harm for which there is no adequate remedy at law.

90. As a direct and proximate result of Mr. Clyburn's violations of the Virginia Uniform Trade Secrets Act, Code § 59.1-336, Edward Jones has sustained and will continue to sustain irreparable injury, the damages from which cannot now be calculated. Accordingly,

Edward Jones is entitled to a temporary restraining order and a preliminary injunction, compensatory and exemplary damages, and attorneys' fees.

COUNT III
BREACH OF CONTRACT

91. The allegations of Paragraphs 1 through and including 90 are incorporated herein by reference with the same force and effect as if set forth in full below.

92. The Agreement constitutes a valid, binding, and enforceable contract between Edward Jones and Mr. Clyburn.

93. Edward Jones has fully performed its obligations under the Agreement.

94. Mr. Clyburn has violated the contractual promises he made to Edward Jones, by, among other things, taking Edward Jones' client information, removing the information from the office, Edward Jones' client information after his termination and outside of the scope of his employment with Edward Jones, providing Edward Jones' client information to Ameriprise Financial Services, Inc., and soliciting Edward Jones' clients within the one-year period following his separation from Edward Jones.

95. Defendant's breaches of his Agreement have directly and proximately caused irreparable harm to Edward Jones, which lacks an adequate remedy at law.

96. As a direct and proximate result of Defendant's breaches of his Agreement, Edward Jones has sustained and will continue to sustain irreparable injury, the damages from which cannot now be calculated.

97. Accordingly, Edward Jones is entitled to a temporary restraining order and preliminary injunction, costs, and attorneys' fees.

98. Edward Jones also seeks an order compelling Defendant to return any and all Edward Jones documents and/or other compilations prepared by Defendant, either from

documents he removed from Edward Jones or from memory, which contain Edward Jones business and client information.

COUNT IV
INJUNCTIVE RELIEF

99. The allegations of Paragraphs 1 through and including 98 are incorporated herein by reference with the same force and effect as if set forth in full below.

100. As a result of Mr. Clyburn's foregoing and ongoing acts, Edward Jones has suffered and will continue to suffer immediate and ongoing irreparable injury for which no adequate remedy at law exists.

101. Edward Jones is entitled to temporary and preliminary injunctive relief, pending the arbitration of Edward Jones' damages, restraining Mr. Clyburn, and anyone acting in concert with him, from using or disclosing Edward Jones' confidential information in any manner.

102. In addition, Mr. Clyburn and any person or entity acting in concert with him should be required to immediately return and/or delete or destroy all Edward Jones information, documents, and property (tangible and intangible), and to certify by a sworn declaration that all such materials and information and been returned, deleted, or destroyed.

103. Mr. Clyburn's actions entitle Edward Jones to injunctive relief pursuant to the Defend Trade Secrets Act, 18 U.S.C. §§ 1836, *et seq.*, the Virginia Uniform Trade Secrets Act, Code § 59.1-336, and other applicable laws and equitable principles prohibiting Mr. Clyburn from using property belonging to Edward Jones, as described herein, and/or the provisions of contracts between Mr. Clyburn and Edward Jones.

104. Unless such injunctive relief is granted, Mr. Clyburn's ongoing conduct will cause Edward Jones irreparable harm for which no adequate remedy at law exists.

WHEREFORE, Edward Jones respectfully requests that a Judgment be entered in its favor against Mr. Clyburn as follows:

A. In support of all claims for relief, a temporary and preliminary injunction lasting until such time as FINRA Dispute Resolution renders an award in the underlying dispute, enjoining and restraining Defendant, directly or indirectly, and whether alone or in concert with others, from:

- i. Soliciting, by mail, phone, electronic communication, personal meeting, or any other means, any customer of Edward Jones who Mr. Clyburn served or whose name became known to Mr. Clyburn during his employment with Edward Jones. Solicit means to initiate any contact or communication, of any kind whatsoever, for the purpose of inviting, encouraging or requesting any Edward Jones customer, to transfer from Edward Jones to Mr. Clyburn or Ameriprise, or to otherwise discontinue its patronage and business relationship with Edward Jones.
- ii. Using, disclosing, or transmitting for any purpose Edward Jones' documents, materials, trade secrets, and/or confidential or proprietary information pertaining to Edward Jones, its employees, its operations, and/or its customers.

B. Ordering Defendant, and all those acting in concert with him, to return to Edward Jones or its counsel all records, documents, and/or information in whatever form (whether original, copied, computerized or handwritten), pertaining to Edward Jones, its Trade Secrets, its confidential or proprietary information, its employees,

