

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF INDIANA  
INDIANAPOLIS DIVISION**

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

vs.

JOHN KERR,  
Defendant.

CASE NO.

Judge  
Magistrate Judge

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**COMPLAINT FOR INJUNCTIVE RELIEF AND DAMAGES**

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COMES NOW Edward D. Jones & Co., L.P. d/b/a Edward Jones (“Edward Jones”), by and through its undersigned counsel, and for its Complaint and Application for Temporary Restraining Order and Injunctive Relief against Defendant John Kerr, states as follows:

**PRELIMINARY STATEMENT**

1. This action is for a temporary restraining order and a preliminary injunction to maintain the status quo pending resolution of arbitration proceedings between Edward Jones and Defendant John Kerr (“Defendant”).<sup>1</sup>

2. Defendant was employed by Edward Jones. This dispute arises out of Defendant’s departure from Edward Jones on August 1, 2019 (“the Termination Date”).

3. In the days before his departure, Defendant secretly, and in violation of his legal, equitable and contractual obligations to Edward Jones – actively and deceptively printed, copied,

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<sup>1</sup> Edward Jones and Defendant have 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 Defendant, however, have 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 ¶ 32.

and/or removed Edward Jones' customer files, confidential records, and/or trade secrets and took them with him after his employment ended.

4. In addition, Defendant, after leaving Edward Jones and joining Thurston Springer Financial ("Thurston"), has breached his employment agreement by soliciting Edward Jones clients.

5. Defendant's conduct violates the Defend Trade Secrets Act ("DTSA"), 18 U.S.C. § 1836 and the Indiana Uniform Trade Secrets Act, Ind. Code §§ 24-2-3-2 ("IUTSA").

6. Defendant's conduct also constitutes a breach of his Investment Representative Employment Agreement ("the Agreement") with Edward Jones, which he signed and agreed to on July 7, 1998, as well as Edward Jones' Trade Secrets Policy, which he accepted and agreed to abide by twice per year during his employment with Edward Jones. His conduct also violates other applicable laws. A copy of the Agreement is attached hereto as **Exhibit A**.

7. Edward Jones seeks immediate injunctive relief (in the form of a temporary restraining order and preliminary injunction) to prevent irreparable harm caused by Defendant's wrongful conduct. Specifically, Edward Jones seeks injunctive relief barring Defendant and any entity acting in concert with him from soliciting Edward Jones' customers and barring Defendant and any entity acting in concert with him from possessing and/or further using Edward Jones' confidential, trade secret, and proprietary business and customer information, pending resolution of Edward Jones' claims against Defendant in related arbitration.

### **PARTIES**

8. Edward Jones is a limited partnership and a registered broker/dealer which operates more than 14,000 branch offices across the United States, including offices in and around Westfield, Indiana.

9. Upon information and belief, Defendant is a resident of Indiana.

10. Before August 1, 2019, Defendant was employed as a Financial Advisor by Edward Jones in an office located at 350 East Main Street, Westfield, Indiana 46074.

11. Defendant now works for Thurston at an office located at 9000 Keystone Crossing, Seventh Floor, Indianapolis, Indiana 46240.

12. Thurston is a registered broker/dealer and competitor of Edward Jones.

### **JURISDICTION AND VENUE**

13. This Court has original subject matter jurisdiction over this matter pursuant to 28 U.S.C. § 1331, because the claims at issue are governed by the laws of the United States, specifically the federal DTSA and related statutes.

14. 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.

15. Venue is also proper in this Court by virtue of 28 U.S.C. § 1391(b)(2) because a substantial part of the events and omissions giving rise to the claims contained in this Complaint occurred within the Southern District of Indiana.

16. Venue is proper in this Court by virtue of 28 U.S.C. § 1391(b)(3) because this Court has personal jurisdiction over Defendant with respect to the claims contained in this Complaint.

### **FACTUAL ALLEGATIONS**

17. 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 Westfield, Indiana, that have not traditionally been serviced by the larger investment firms. *See* affidavit of Jon Hermelbracht, attached hereto as **Exhibit B**, at ¶ 3.

18. 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.

19. Defendant worked as a Financial Advisor at Edward Jones in the Westfield, Indiana office from July 1998 to August 1, 2019.

20. Throughout his employment, Defendant 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, Defendant 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* **Exhibit B**, at ¶ 4.

**Defendant's Non-Solicitation and Trade Secrets Agreement with Edward Jones**

21. Defendant executed the Agreement when he accepted employment at Edward Jones. *See* **Exhibit A**.

22. In signing the Agreement, Defendant 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' customers and the services provided to them. Defendant 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.

23. Customer information including names, addresses, investment holdings and other financial information are confidential trade secrets and the exclusive property of Edward Jones.

24. Customers consider the financial information to be confidential and expect Edward Jones to take any and all reasonable steps to ensure their confidentiality.

25. Paragraph 10 of the Agreement, **Exhibit A**, states as follows:

It is understood and agreed that the identities of and information concerning the customers of Edward Jones are confidential information, constitute a trade secret, and are the sole and exclusive property of Edward Jones.

26. Paragraph 4 of the Agreement, states as follows:

You shall keep and preserve all furniture, equipment, signs, account records, customer statements and files, manual, forms, supplies, and literature and shall deliver such property to Edward Jones, if requested, during the course of your employment. In the event your employment with Edward Jones ends either through termination by Edward Jones or through resignation by you, you will surrender to Edward Jones all of the above such property which shall be and remain the property of Edward Jones.

27. Additionally, in signing the Agreement, Defendant agreed not to solicit Edward Jones' customers following termination of his employment.

28. Specifically, Paragraph 9 of the Agreement states as follows:

You shall at no time while this Agreement is in effect or thereafter:

- (i) use any information acquired by you during the period of this Agreement in a manner adverse to the interests of Edward Jones;
- (ii) attempt to induce any person to terminate an agreement or relationship with Edward Jones without Edward Jones' consent;
- (iii) attempt to cause any holder of a certificate, stock or other security to cease his performance under the terms of a contract with Edward Jones; or
- (iv) solicit or recommend the makings of unwarranted claims against Edward Jones.

29. Paragraph 10 of the Agreement further states as follows:

For a period of one year following termination of this Agreement, you will not directly or indirectly solicit sales of securities and/or

insurance business to or from any customer of Edward Jones or otherwise induce any said customer of Edward Jones to terminate his/her relationship with Edward Jones, if you contacted or dealt with such customer during the course of, or by reason of, your employment with Edward Jones or if the identify of such person was learned by you by reasons of your employment with Edward Jones.

30. Defendant acknowledged and agreed that a breach of his obligations regarding confidential trade secrets and/or his obligations regarding non-solicitation would cause harm to Edward Jones entitling it to injunctive relief related to any such breach.

31. Paragraph 11 of the Agreement states as follows:

It is agreed that Edward Jones' remedy at law for any breach by you of these covenants will be inadequate and that Edward Jones, its successors or assigns, shall be entitled to injunctive relief from a court of competent jurisdiction by any breach of any violation hereof. This right of Edward Jones to injunctive relief shall be in addition to any other remedies available to Edward Jones for any breach or any violation hereof. The election by Edward Jones of one remedy shall not in any way be construed as waiving any other remedies of such breach.

32. Paragraph 14 of the Agreement states as follows:

The parties hereto agree that any controversy arising under this Agreement relating to money damages shall be submitted to arbitration.... This provision shall in no way affect or impair Edward Jones' right under any provision of this Agreement to obtain equitable relief from a court of competent jurisdiction, which relief may remain in full force and effect pending the outcome of arbitration proceedings.

33. Edward Jones has, when necessary, enforced its Investment Advisor Employment Agreements against former employees who have breached its terms.

**Edward Jones' Significant Efforts to Protect Its Trade Secrets**

34. Edward Jones does not stop its efforts at ensuring the confidentiality of customer information at requiring Financial Advisors to execute its Agreement.

35. In addition to the Agreement, each Financial Advisor, including Defendant, is provided the Edward Jones Compliance Manual (the “Manual”). *See* **Exhibit B**, at ¶ 8.

36. Every Financial Advisor is required to read the Manual and be familiar with its contents to become familiar with and strictly adhere to all rules, regulations and policies established by Edward Jones.

37. The Manual, to which Kerr agreed, contains explicit language outlining the information Edward Jones considers trade secrets including information containing Edward Jones confidential customer information. *See* **Exhibit B**, at ¶ 8.

38. The Manual also instructs all financial advisors that upon their termination of employment with Edward Jones, they must promptly deliver to Edward Jones confidential customer information in one’s possession. *See* **Exhibit B**, at ¶ 7.

39. Additionally, Edward Jones requires every Financial Advisor, including Defendant, to acknowledge regularly the trade secret status of customer information. Critically, once every six months each Financial Advisor, including Defendant, must acknowledge the trade secret status of said information or be denied access to said information on the office computer. *See* **Exhibit B**, at ¶ 9.

40. Edward Jones undertakes other extensive efforts to ensure that confidential customer 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.

### **Defendant's Wrongful Conduct**

41. Defendant intentionally collected Edward Jones trade secrets and took them with him to solicit Edward Jones' customer and induce them to terminate their relationship with Edward Jones.

42. In the weeks prior to the Termination Date, Defendant faced disciplinary issues at Edward Jones.

43. As a result of these issues, the Edward Jones' human resources office requested Defendant fly to St. Louis, Missouri on August 1, 2019. *See* affidavit of Kennetta White, attached hereto as **Exhibit C**, at ¶ 6.

44. Upon information and belief, Defendant knew that it was likely that he would be terminated from his position during his meeting in St. Louis because he made comments that he would find employment at another competitor firm. *See* **Exhibit C**, at ¶ 7.

45. The day before the Termination Date, Defendant printed three lists from the Edward Jones computer system, each containing a list of Edward Jones clients. The first list contained a list of every Edward Jones client serviced from the Branch in descending order of commissions generated. The second and third lists contained a list of every Edward Jones clients in descending order of assets in their respective accounts. *See* **Exhibit B**, at ¶ 15; *see* **Exhibit C**, at ¶ 8; *see* Affidavit of Jay Guetterman, attached hereto as **Exhibit D**, at ¶ 8.

46. On August 1, 2019, Defendant resigned his position from Edward Jones in lieu of being terminated.

47. While in St. Louis, Defendant was reminded of his obligations to return all Edward Jones confidential information to Edward Jones.

48. Yet, Defendant did not return the confidential information he printed the day before the Termination Date.

49. Both Defendant's Branch Office Administrator and the Transitional Financial Advisor who replaced Defendant looked through the Branch Office in attempt to locate the printed lists. As of this filing, neither has located any of the printed client lists. See **Exhibit B**, at ¶ 15; See **Exhibit C**, at ¶ 9.

50. Upon information and belief, Defendant retained the Edwards Jones confidential information he printed so he could more easily solicit Edward Jones clients to convince them transfer their business from Edward Jones.

51. Critically, merely one day following the Termination Date from Edward Jones, Defendant registered with Edward Jones' competitor firm, Thurston.

52. Defendant immediately began contacting Edward Jones clients to speak with them about his departure from Edward Jones. See **Exhibit B**, at ¶ 17; see **Exhibit C**, at ¶ 11.

53. In at least one instance of which Edward Jones is aware, Defendant explicitly asked one Edward Jones customer to transfer their assets from Edward Jones to Thurston. See **Exhibit B**, at ¶ 18; see **Exhibit C**, at ¶ 12.

54. Additionally, Defendant mailed packets to Edward Jones clients that contained information about Thurston and was a clear effort to continue convincing clients to transfer from Edward Jones to Thurston. See Thurston Springer Informational Mailer, attached as **Exhibit 1** to **Exhibit B**; see also **Exhibit C**, at ¶ 14.

55. Edward Jones' trade secret customer information taken and/or retained by Defendant is confidential and proprietary to Edward Jones and is not readily available to or ascertainable by Defendant, Thurston, or other competitors. Such information is valuable to

competitors because it can be used to target solicitations of an otherwise unknown group of investors.

56. When Edward Jones' trade secret, customer 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.

57. Defendant's use of Edward Jones' trade secrets and violation of his non-solicitation obligations is causing and will continue to cause irreparable harm to Edward Jones.

58. Before Defendant's termination, the Edward Jones Westfield, Indiana office where he worked managed assets in excess of \$113 million. As of August 2019, approximately \$2 million of those assets have been transferred out of Edward Jones accounts to accounts held at Thurston. See **Exhibit B**, at ¶¶ 13, 21.

59. The amount of assets that have transferred to Thurston has and will continue to grow if Defendant is allowed to continue using Edward Jones' trade secrets and solicit Edward Jones customers.

60. Additionally, the actions of Defendant have damaged the financial viability of the Edward Jones' Westfield, Indiana office because he has solicited Edward Jones customers representing a significant amount of assets, as well as caused noncompensable damages to Edward Jones' business reputation and the goodwill it has developed at great effort and expense over the years.

**COUNT I**  
**Breach of Contract**

61. Edward Jones repeats and realleges Paragraphs 1 through and including 60 as if fully set forth herein.

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

63. Defendant has violated his obligations under the Agreement and the other contractual promises he made to Edward Jones by, among other things, taking Edward Jones' customer information, providing Edward Jones' customer information to Thurston, and soliciting Edward Jones customers within one year of his separation from Edward Jones.

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

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

66. Accordingly, Edward Jones is entitled to a temporary restraining order and a preliminary injunction, compensatory and exemplary damages, and attorneys' fees, in an amount to be determined at trial.

67. 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 customer information.

**COUNT II**  
**Misappropriation of Trade Secrets under the Defend Trade Secrets Act,**  
**18 U.S.C. § 1836**

68. Edward Jones repeats and realleges Paragraphs 1 through and including 67 as if fully set forth herein.

69. Edward Jones' trade secrets and confidential and proprietary business and customer information derives 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.

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

71. 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 not to 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.

72. Defendant agreed to and acknowledged contracts and policies that include confidentiality and non-disclosure provisions.

73. Edward Jones' trade secrets and confidential information are valuable and important to the operation of its business.

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

75. Edward Jones is informed and believes that Defendant has used Edward Jones' trade secrets and confidential information for his benefit without Edward Jones' consent.

76. Defendant's conduct constitutes misappropriation and misuse of Edward Jones' confidential, proprietary, and trade secret information.

77. If Defendant is permitted 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 the advantage of Thurston and to the detriment of Edward Jones.

78. Upon information and belief, Defendant's acts and conduct were willful and malicious, and in conscious or reckless disregard of the rights of Edward Jones.

79. By reason of Defendant's violations of the federal DTSA and related statutes, Edward Jones faces immediate, substantial, and irreparable harm for which there is no adequate remedy at law.

80. As a direct and proximate result of Defendant's violations of the federal DTSA and related statutes, 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 III**  
**Misappropriation of Trade Secrets under the Indiana Uniform Trade Secrets Act, Ind. Code §§ 24-2-3-2. ("IUTSA").**

81. Edward Jones repeats and realleges Paragraphs 1 through and including 80 as if fully set forth herein.

82. Edward Jones' trade secrets and confidential and proprietary business and customer information derives 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.

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

84. 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.

85. Defendant agreed to and acknowledged contracts and policies that include confidentiality and non-disclosure provisions.

86. Edward Jones' trade secrets and confidential information are valuable and important to the operation of its business.

87. Edward Jones' trade secrets and confidential information are not known to competitors, nor readily ascertainable through proper means by competitors. Competitors could profit from the use or disclosure thereof.

88. Defendant has used Edward Jones' trade secrets and confidential information for his benefit without Edward Jones' consent.

89. Defendant's conduct constitutes a misappropriation and misuse of Edward Jones' confidential, proprietary, and trade secret information.

90. If Defendant is permitted 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 the advantage of Thurston and to the detriment of Edward Jones.

91. Upon information and belief, Defendant's acts and conduct were willful and malicious, and in conscious or reckless disregard of the rights of Edward Jones.

92. By reason of Defendant's violations of the IUTSA and related statutes, Edward Jones faces immediate, substantial, and irreparable harm for which there is no adequate remedy at law.

93. As a direct and proximate result of Defendant's violations of the IUTSA and related statutes, 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 IV**  
**Tortious Interference with Business Relations**

94. Edward Jones repeats and realleges Paragraphs 1 through and including 93 as if fully set forth herein.

95. There existed and continues to exist business relations between Edward Jones and its customers. Edward Jones has developed and maintains these advantageous actual business relationships with its customers that promise a continuing probability of future economic benefit to Edward Jones.

96. Defendant was aware of the business relations that Edward Jones had with its customers.

97. Defendant has already and, upon information and belief, will continue to intentionally interfere with the business relations that Edward Jones has with its customers.

98. Defendant has and upon information and belief, will continue to so interfere using his knowledge of Edward Jones' business relations and contacts and other confidential trade secret information, which Defendant acquired as a direct result of his employment with Edward Jones.

99. Defendant has intentionally interfered with Edward Jones' legitimate future business expectations.

100. Defendant's actions are not privileged.

101. Defendant's actions have damaged and will continue to damage Edward Jones.

102. By reason of Defendant's tortious interference with existing business relationships, Edward Jones faces immediate, substantial, and irreparable harm for which there is no adequate remedy at law.

103. As a direct and proximate result of Defendant's tortious interference with existing business relationships, 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, in an amount to be determined at trial.

**COUNT V**  
**Unfair Competition**

104. Edward Jones repeats and realleges Paragraphs 1 through and including 103 as if fully set forth herein.

105. Defendant's conduct as set forth above and incorporated herein is unlawful, fraudulent, deceptive, and constitutes unfair competition.

106. By reason of Defendant's unfair competition, Edward Jones faces immediate, substantial, and irreparable harm for which there is no adequate remedy at law.

107. As a direct and proximate result of Defendant's unfair competition, 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, in an amount to be determined at trial.

**COUNT VI**  
**Conversion**

108. Edward Jones repeats and realleges Paragraphs 1 through and including 107 as if fully set forth herein.

109. Edward Jones was, and still is, entitled to the immediate and exclusive possession of its trade secrets and confidential information, and all physical embodiments thereof.

110. Defendant, by his conduct alleged herein, took Edward Jones' trade secret and confidential information, including but not limited to lists of confidential customers information, and converted them for his own use.

111. By reason of Defendant's conversion, Edward Jones faces immediate, substantial, and irreparable harm for which there is no adequate remedy at law.

112. As a direct and proximate result of Defendant's conversion, 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, in an amount to be determined at trial.

**COUNT VII**  
**Injunctive Relief**

113. Edward Jones repeats and realleges Paragraphs 1 through and including 112 as if fully set forth herein

114. Defendant's actions entitle Edward Jones to injunctive relief pursuant to the federal DTSA, the IUTSA, other applicable laws, the Agreement and equitable principles

prohibiting Defendant from competing with Edward Jones as described herein, and/or the provisions of the contracts between Defendant and Edward Jones.

**WHEREFORE, Edward Jones respectfully requests that a judgment be entered in its favor against Defendant 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, attempting to solicit, inducing to leave, or attempting to induce to leave any Edward Jones customer that was serviced by Defendant while he was at Edward Jones or with respect to whom Defendant was privy to trade secret or confidential information; and
- 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, its operations, and/or its customers, within 24 hours of notice to Defendant or his counsel of the terms of such an order.

C. Damages to be determined at trial.

D. Exemplary damages pursuant to the Defend Trade Secrets Act and the Indiana Uniform Trade Secrets Act.

E. Costs.

F. Attorneys' fees pursuant to the Defend Trade Secrets Act and Indiana Uniform

Trade Secrets Act, as a result of Defendant's willful and malicious misappropriation, and pursuant to Defendant's contracts with Edward Jones.

G. Such other and further relief as the Court deems just and proper.

Respectfully submitted,

*s/Colin C. Poling*

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