

1 Joseph A. Brophy (No. 026662)
E-mail: jab@jkwlawyers.com
2 **JENNINGS HAUG KELEHER MCLEOD WATERFALL LLP**
2800 N. Central Avenue, Suite 1800
3 Phoenix, AZ 85004-1049
Telephone: 602-234-7800
4 Facsimile: 602-277-5595

5 Court Documents: docket@jkwlawyers.com

6 Jarrod J. Malone (*Pro Hac Vice admission pending*)

7 E-mail: jmalone@shumaker.com

8 Charles A. Wood, Jr.

E-mail: cwood@shumaker.com

9 Michael S. Taaffe

E-mail: mtaaffe@shumaker.com

10 Brandon M. Taaffe

E-mail: btaaffe@shumaker.com

11 **SHUMAKER LOOP & KENDRICK, LLP**

240 S. Pineapple Avenue, 9th Floor

12 Sarasota, FL 34246

Telephone: 941-366-6660

13 Facsimile: 941-366-3999

14 Attorneys for Plaintiff

15
16 **UNITED STATES DISTRICT COURT**

17 **DISTRICT OF ARIZONA**

18 Ameriprise Financial Services, LLC

19 Plaintiff,

20 vs.

21 Jared Bryce Roskelley, Matthew Joseph
Tinyo, Kyle Lee Robertson, and LPL
22 Financial, LLC,

23 Defendants.

Case No.:

**PLAINTIFF’S MOTION FOR A
TEMPORARY RESTRAINING
ORDER, PRELIMINARY
INJUNCTION AND AN ORDER
PERMITTING EXPEDITED
DISCOVERY**

24
25 1. Plaintiff, Ameriprise Financial Services, LLC (“Ameriprise”) respectfully
26 moves this Court for a Temporary Restraining Order and a Preliminary Injunction against
27 Jarred B. Roskelley (“Roskelley”), Kyle L. Robertson (“Robertson”) and LPL Financial,
28

1 LLC (“LPL”) (and collectively, “Defendants”), and for Expedited Discovery in
2 connection therewith.

3 2. This dispute arises out of the abrupt resignations of Defendants Robertson
4 and Roskelley from Ameriprise on January 27, 2025 and their immediate employment
5 with Defendant LPL, a direct competitor of Ameriprise. Ameriprise concurrently is filing
6 a Complaint in this Action with the Court, which is incorporated herein by reference.

7 3. Ameriprise has a pending arbitration against Defendants before the
8 Financial Industry Regulatory Authority (“FINRA”), in which it seeks, *inter alia*, a
9 permanent injunction and other relief for the wrongdoing alleged in the Complaint.

10 4. Ameriprise has the express right to seek temporary injunctive relief before
11 a court of competent jurisdiction pending the outcome of arbitration before a full panel of
12 duly-appointed arbitrators pursuant to FINRA Rule 13804 of the Code of Arbitration
13 Procedure for Industry Disputes in FINRA.

14 5. Defendants Robertson and Roskelley have violated their express contractual
15 obligations to Ameriprise by intentionally retaining, using, and disclosing Ameriprise’s
16 trade secrets and confidential client information, and by pre-soliciting and soliciting
17 Ameriprise clients for the benefit of a competitor, Defendant LPL, which has supported,
18 encouraged, and benefitted from those same breaches.

19 6. As stated in the Complaint, unless injunctive relief is issued preventing the
20 Defendants from continuing to retain, use, and disclose Ameriprise’s trade secrets and
21 confidential client information, and further preventing the individual Defendants from
22 continuing to otherwise breach their contracts by soliciting, Ameriprise will be
23 immediately and irreparably harmed by:

- 24 a. Loss of Ameriprise clients;
- 25 b. Loss of client confidence and trust;
- 26 c. Injury to Ameriprise’s reputation and goodwill in the Arizona
27 market;

28 ////

1 d. Damage to office morale and stability, and the undermining of office
2 protocols and procedures; and

3 e. present economic loss, which is unascertainable at this time, and
4 future economic loss, which is now incalculable.

5 7. Ameriprise has no adequate remedy at law. There is no other way for
6 Ameriprise to address and accomplish the return of all of their own records, documents,
7 and information other than through this Court's power to order injunctive relief.

8 8. The threat of irreparable injury is imminent and ongoing. Ameriprise cannot
9 now quantify the clients, revenues, or assets that Defendants are in the process of
10 converting to their own personal gain via their misappropriation of Ameriprise's trade
11 secrets. Absent an injunction, Ameriprise will suffer irreparable injury. As set forth in the
12 accompanying Memorandum of Law, courts considering circumstances similar to those
13 here have repeatedly held in favor of entering injunctive relief to prohibit the continued
14 misappropriation of trade secrets and improper solicitation of clients prior to an
15 adjudication on the merits.

16 9. Any delay in granting Ameriprise the injunctive relief requested would
17 result in Ameriprise sustaining irreparable harm and the destruction of the status quo
18 pending arbitration.

19 WHEREFORE, Ameriprise respectfully prays that this Court ORDER and
20 DECREE that:

21 A. Defendants and all those acting in concert with them, be immediately
22 enjoined and restrained, directly or indirectly, from doing any of the following until a duly
23 appointed panel of FINRA arbitrators decides Ameriprise's claim for permanent
24 injunctive relief:

25 i. using, disclosing, or transmitting for any purpose Ameriprise's
26 documents, materials and/or confidential and proprietary information pertaining to
27 Ameriprise, Ameriprise's employees, and/or Ameriprise's clients; and

28 ////

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SHUMAKER LOOP & KENDRICK, LLP

s/ Jarrod J. Malone
Jarrod J. Malone

Attorneys for Plaintiff