

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

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J.P. MORGAN SECURITIES LLC,	:	
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Petitioner,	:	Index No. 25/
	:	
For an Order Pursuant to § 7502(c)	:	
of the CPLR For a Preliminary Injunction	:	
In Aid of an Arbitrable Controversy,	:	
	:	
-against-	:	
	:	
HENRY ROBERT GLECKLER IV,	:	
	:	
Respondent.	:	
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PETITION
(INJUNCTIVE RELIEF SOUGHT)

Petitioner J.P. Morgan Securities LLC (“JPMorgan” or “Petitioner”), as
and for its Petition for Injunctive Relief against respondent Henry Robert Gleckler IV
 (“Gleckler” or “Respondent”) alleges:

Introduction

1. This special proceeding is brought pursuant to CPLR § 7502(c) for an injunction to maintain the status quo pending resolution of an arbitration proceeding between the parties that is concurrently being filed with the Financial Industry Regulatory Authority (“FINRA”) Dispute Resolution Inc.

2. This dispute arises out of Gleckler’s resignation from JPMorgan on November 14, 2025 and the immediate commencement of his employment with Morgan Stanley Smith Barney LLC (“Morgan Stanley”), a direct competitor of

JPMorgan.

3. Gleckler worked as a Select Private Client Advisor in a JPMorgan office located at 10 North Village Avenue, Rockville Centre, New York at the time of his voluntary resignation of employment. A JPMorgan Private Client Investment Associate who worked directly with Gleckler at JPMorgan resigned in concert with him to join him at Morgan Stanley.

4. In connection with his employment, Gleckler entered into at least two agreements with JPMorgan that contain post-employment restrictive covenants prohibiting him from soliciting JPMorgan's clients for a period of one year after the termination of his employment, and requiring him to maintain the confidentiality of JPMorgan's confidential and proprietary business and client information.

5. JPMorgan has learned, however, that since resigning from JPMorgan and joining Morgan Stanley, Gleckler is contacting JPMorgan clients, including calling clients on their cell phones and sending them emails/text messages, seeking to induce such clients to transfer their business relationships from JPMorgan to him at Morgan Stanley. The clients have informed JPMorgan that Gleckler's communications have been more than simply announcing his change of employment; he is seeking to set up meetings with clients or otherwise attempting to get JPMorgan's clients to move their relationships to him at Morgan Stanley.

6. Clients have informed JPMorgan that since Gleckler resigned from JPMorgan, they received calls or emails from Gleckler, and sometimes both, during which Gleckler solicited their business and sought to discuss Morgan Stanley.

7. One client informed JPMorgan that he initially received a call from Gleckler on the morning of Friday, November 14, the same day that Gleckler resigned, during which Gleckler told the client that he had left JPMorgan for Morgan Stanley because Morgan Stanley has more products or services to offer so it was a good move for both him and his clients. Since that initial call from Gleckler, the client informed JPMorgan that he has received additional calls, including calls on weekends, as well as several emails from Gleckler.

8. The client also told JPMorgan that Gleckler stated that he intended to call more than 300 people about his move to Morgan Stanley. Gleckler serviced more than 300 clients at JPMorgan and presumably those are people to which Gleckler was referring.

9. Another client similarly informed JPMorgan that she received a call from Gleckler about Morgan Stanley, during which he stated that the move to Morgan Stanley was good for both him and his clients. Gleckler scheduled an appointment with the client to discuss Morgan Stanley.

10. Multiple clients also have informed JPMorgan that Gleckler called them and told them it would be easier for the clients to move all of the assets over to Morgan Stanley for him to manage, even telling a client that transferring their accounts to him at Morgan Stanley would be easier than trying to build a relationship with someone new at JPMorgan.

11. In another instance, a client informed JPMorgan that he received a call from Gleckler during which Gleckler not only told the client that he had left

JPMorgan and was now with Morgan Stanley, but invited the client to schedule an appointment with him at Morgan Stanley. Moreover, Gleckler told the client that he has different clients with different needs, and based on their financial background, Morgan Stanley can offer them what they need.

12. One client informed JPMorgan that Gleckler had called and emailed her daughter, who is also a JPMorgan client, multiple times over the weekend after his resignation. The client (mother) told JPMorgan that she did not think it was right that Gleckler had repeatedly contacted her daughter and questioned whether Gleckler was even allowed to do that.

13. In another instance, a client informed JPMorgan that he received a call from Gleckler about Morgan Stanley, during which Gleckler stated that he could not solicit the client's business, but they should touch base if the client wants to follow him to Morgan Stanley. On information and belief, there is no reason for Gleckler to tell a client that he cannot solicit their business other than to signal to the client that he wants the client to transfer their business to him at Morgan Stanley.

14. Another client informed JPMorgan that she received a text message from Gleckler to her personal cell phone number letting her know that he would be calling her from a new telephone number within a few days.

15. Yet another client contacted JPMorgan to express concern about repeated contacts from Gleckler. The client informed JPMorgan that he received multiple calls to his home number from a Morgan Stanley phone number, according to the caller ID. The client did not answer the phone and instead of leaving a

voicemail, the Morgan Stanley phone number called back again several times. After the client still did not answer the calls, the client stated that he (and his daughter) received a text message from Gleckler stating that he was texting from his new cell phone number and that he will contacting the client again with some exciting news. The client was alarmed and unsettled upon receiving the text message on his personal cell phone number because he provided that number for JPMorgan's use only, and he believes that Gleckler must have taken that information from JPMorgan upon his departure without the client's permission.

16. Another client informed JPMorgan that he received a voicemail from Gleckler providing his new contact information at Morgan Stanley and then also received a subsequent email from Gleckler. The client further indicated that he also received a call from the former JPMorgan Private Client Investment Associate who left with Gleckler seeking to schedule an appointment. The client scheduled the appointment under the impression that the appointment was with JPMorgan, only later learning that it was to meet about Morgan Stanley.

17. Moreover, on information and belief, Gleckler also improperly took with him to Morgan Stanley JPMorgan's confidential client information, without which he would have been unable to immediately commence calling – especially on their cell phones – and soliciting JPMorgan clients upon his resignation. As noted above, clients have expressed concern to JPMorgan that Gleckler has their personal contact information at Morgan Stanley.

18. Further, Gleckler was able to complete and submit paperwork for clients to transfer their accounts to him at Morgan Stanley almost immediately after his resignation. That is, not only was Gleckler able to immediately call JPMorgan clients after his resignation, but JPMorgan received transfer paperwork from clients shortly after Gleckler resigned. Gleckler resigned from JPMorgan on Friday, November 14. By early morning on Monday, November 17, before business hours, JPMorgan had already received eleven outgoing account transfer notices to transfer client assets to Morgan Stanley. The speed in which Gleckler was able to complete and submit transfer paperwork is unusual and, on information and belief, Gleckler took from JPMorgan the client information he would need to complete the paperwork or completed the paperwork in advance of his resignation from JPMorgan.

19. In addition, as discussed in more detail below, Gleckler engaged in highly suspicious computer access on JPMorgan's system leading up to his resignation and accessed an unusually high number of client profiles on JPMorgan's computer system during non-business hours, and many in rapid succession. The client profiles accessed by Gleckler contain highly confidential client information, including client names, addresses, email addresses, phone numbers, and other information needed to solicit JPMorgan clients upon his resignation and prepare transfer paperwork.

20. It appears Gleckler's solicitation efforts have proved successful, as approximately 25 JPMorgan households/clients, with investment assets totaling approximately \$56 million, already have transferred or are in the process of

transferring their accounts from JPMorgan to Gleckler at Morgan Stanley.

21. At the time he left JPMorgan, Gleckler serviced approximately 383 JPMorgan households, the vast majority of which were either pre-existing JPMorgan clients at the time they were assigned to him, or JPMorgan Chase clients (whether for banking, credit cards, mortgages, commercial lending or otherwise) that JPMorgan Chase associates referred to Gleckler to develop. The JPMorgan clients serviced by Gleckler had approximately \$474 million in assets under management at JPMorgan. Gleckler now seeks to improperly solicit and induce these JPMorgan clients to follow him to Morgan Stanley.

22. To prevent continued irreparable harm arising from Respondent's misconduct, JPMorgan seeks immediate injunctive relief (in the form of a temporary restraining order and a preliminary injunction) barring Respondent from soliciting JPMorgan's clients, and barring Respondent from further using and compelling the return of the JPMorgan confidential client information, pending resolution of JPMorgan's claims against Respondent in a related arbitration that JPMorgan is in the process of commencing.

Jurisdiction and Venue

23. The Court has jurisdiction in this action pursuant to CPLR §§ 301 and 302(a) because Petitioner transacts business in New York County, New York, maintains its principal place of business in New York, New York, Respondent is a citizen of and resided in New York during his employment, the agreements entered into by Respondent with Petitioner are governed by New York law and arbitrable in

New York, and the wrongful conduct has occurred in New York.

24. New York County is a proper venue pursuant to CPLR § 7502(a) because Petitioner transacts business in New York County, maintains its principal place of business in New York County, New York County is where the related arbitration will take place, and no other county is specified in any agreement between the parties.

Parties

25. Petitioner JPMorgan is a limited liability company formed in the State of Delaware, is a national broker-dealer, with its principal place of business in New York, New York.

26. JPMorgan provides traditional banking and investment services in New York through its Chase Wealth Management branch offices. Unlike traditional brokerage firms (where clients are serviced almost exclusively by one financial advisor), JPMorgan's Chase Wealth Management and JPMorgan Chase bank employees adopt a team approach to service a wide variety of JPMorgan clients' investment and banking needs.

27. JPMorgan is a member firm of FINRA, which was created in July 2007 through the consolidation of the National Association of Securities Dealers, Inc. and the member regulation, enforcement and arbitration functions of the New York Stock Exchange.

28. Respondent is an individual who at all times relevant herein was employed and/or conducted business in New York. Respondent was employed by

JPMorgan in a Rockville Centre, New York office at the time of his resignation of employment. Respondent maintains his securities licenses through FINRA.

29. In connection with his status as a registered representative of JPMorgan, Respondent executed a Form U-4 Uniform Application for Securities Industry Registration or Transfer. By executing the Form U-4, Respondent agreed to submit to arbitration disputes, claims and controversies arising between himself and JPMorgan.

30. Pursuant to Rule 13804 of the FINRA Code of Arbitration Procedure for Industry Disputes, if a party seeks temporary injunctive relief in connection with an arbitrable dispute, it must seek such relief from a court, not FINRA.

Factual Allegations

31. Gleckler commenced employment with JPMorgan or its predecessors in August 2007 as a Relationship Banker. In connection with the commencement of his employment, Gleckler entered into a Chase Investment Services Corp. Supervision, Arbitration, Confidentiality and Non-Solicitation Agreement, dated August 20, 2007 (the "2007 Non-Solicitation Agreement"), which contains provisions prohibiting him from soliciting the firm's clients for a one-year period after the termination of his employment and requiring him to maintain the confidentiality of JPMorgan's confidential and proprietary business and client information.

32. In November 2011, Gleckler was promoted to Private Client Banker. In 2014, Gleckler switched from the banking side of the business to the brokerage side, becoming a Financial Advisor and then a Private Client Advisor in 2015. Gleckler was a Private Client Advisor from January 2015 until July 2022, when he became a Select Private Client Advisor, a position he remained until his resignation.

33. In connection with his promotion to a Financial Advisor in 2014, Gleckler entered into a Chase Wealth Management Supervision, Arbitration, Confidentiality, and Non-Solicitation Agreement with JPMorgan, dated November 19, 2014 (the "2014 Non-Solicitation Agreement"), which contains provisions prohibiting him from soliciting the firm's clients for a one year period after the termination of his employment and requiring him to maintain the confidentiality of the firm's confidential and proprietary business and client information. The 2007 Non-Solicitation Agreement and the 2014 Non-Solicitation Agreement are substantially identical.

34. As a Private Client Advisor (and before that, as a Financial Advisor), JPMorgan Chase referred its bank clients to Gleckler in order for him to build JPMorgan's relationship with such clients. Gleckler sat at his desk and was introduced to hundreds of existing bank clients (with or without investment accounts) to offer and provide access to investment opportunities through Chase Wealth Management. As a Private Client Advisor (or a Financial Advisor), Gleckler was not expected to engage in cold calling or attempt to build a client base

independent of referrals from JPMorgan.

35. As noted above, in July 2022, Gleckler became a Select Private Client Advisor in JPMorgan's Select Advisor Group. JPMorgan's Select Advisor Group is a prestigious and select group rewarding JPMorgan's most senior, high producing Private Client Advisors. Select Advisors' primary focus is to grow and maintain an existing book of business developed from the referrals from JPMorgan, but they no longer receive new client referrals from JPMorgan Chase. JPMorgan Advisors chosen for the Select Advisor Group are rewarded with access to additional JPMorgan services and an increased compensation payout. Gleckler remained a Select Private Client Advisor from July 2022 until his resignation on November 14, 2025.

36. JPMorgan has invested substantial time and money, totaling millions of dollars, to acquire, develop and maintain its clients over many years. It is with great difficulty, and only after a great expenditure of time, money and effort, that JPMorgan was able to acquire its existing clients, and JPMorgan spends substantial resources in gaining knowledge about its clients and protecting the privacy of such information. JPMorgan clients typically remain with and continue to be serviced by the firm, regardless of whether the Advisor (such as Gleckler) or other team members resign or leave JPMorgan. But for his employment, Gleckler would not have had any contact with the vast majority of the clients the firm assigned or referred to him and whom he is now soliciting.

37. As part of his official duties at JPMorgan, Gleckler had access to extensive confidential financial records and information about JPMorgan's clients, including information about each client's investment needs and financial circumstances. As explained in further detail below, such information – which is not publicly available, and cannot be easily duplicated – is proprietary and valuable, and would be especially useful to a competitor such as Morgan Stanley.

Respondent's Employment Agreements and Obligations to JPMorgan

38. As is noted above, Gleckler entered multiple, substantially similar, Non-Solicitation Agreements with JPMorgan, which contain provisions prohibiting him from soliciting JPMorgan clients for a period of one year after his employment ends and from using or retaining JPMorgan confidential information.

39. Section 7(a) of the 2014 Non-Solicitation Agreement, entitled "Confidential Information," provides, in relevant part, that:

You understand that, by entering into this Agreement, by virtue of your position with JPMC and by the nature of JPMC's business, you have had access to, currently have access to, will have access to and will consistently and routinely be given trade secrets and confidential information related to JPMC's business. Confidential information concerning JPMC's business includes information about JPMC, as well as described further in the Code of Conduct and subparagraphs (b) and (c) below (the "Confidential Information"). You also understand that you will be provided with specialized training and mentoring that is unique and proprietary, which draws upon, relies upon and is part of the Confidential Information described herein.

40. Section 7(b) of the 2014 Non-Solicitation Agreement provides, in relevant part, that Confidential Information includes, but is not limited to:

- i. *names, addresses and telephone numbers of customers and prospective customers;*
- ii. *account information, financial standing, investment holdings and other personal financial data compiled by and/or provided to or by JPMC;*
- iii. *specific customer financial needs and requirements with respect to investments, financial position and standing; leads, referrals and references to customers and/or prospects, financial portfolio, financial account information, investment preferences and similar information, whether developed, provided, compiled, used or acquired by JPMC and/or yourself in connection with your employment at JPMC;*

* * *

- vi. *all records and documents concerning the business and affairs of JPMC (including copies and originals and any graphic formats or electronic media);*

* * *

- viii. *information concerning established business relationships;*
- ix. *"trade secrets" as that term is defined by the Uniform Trade Secrets Act (UTSA), which term shall be deemed to include each item of Confidential Information specifically described in this Section.*

41. In Section 7(c) of the 2014 Non-Solicitation Agreement, Respondent again expressly acknowledged that JPMorgan's customer account information contains confidential financial information, names, addresses, customers' net worth, investment objectives and similar information which is confidential, not readily known by competitors, and must be safeguarded.

42. In Sections 7(d) and 7(e) of the 2014 Non-Solicitation Agreement, Respondent agreed to maintain the confidentiality of JPMorgan's Confidential Information, not to disclose such Confidential Information to or use for the benefit of any third party, and to return all JPMorgan Confidential Information upon the termination of his employment.

43. In Section 8 of the 2014 Non-Solicitation Agreement, Respondent agreed not to solicit JPMorgan's clients for a period of twelve months after the termination of his employment:

- a. You understand and acknowledge that JPMC considers its client and customer relationships important and valuable assets. Accordingly, in consideration of and as a condition of your employment, continued employment, access to trade secrets and Confidential Information, specialized training and mentoring, and other consideration provided herein, you understand and agree for a period of twelve (12) months after your employment with JPMC terminates for any reason that you may not on your own behalf or that of any other persons or entities, directly or indirectly solicit or attempt to solicit, induce to leave or divert or attempt to induce to leave, initiate contact with or divert from doing business with JPMC, any then current customers, clients, or other persons or entities that were serviced by you or whose names became known to you by virtue of your employment with JPMC, or otherwise interfere with the relationship between JPMC and such customers, clients, or other persons or entities.*
- b. You understand and agree that JPMC has developed and uses a unique business model for the offering of investment and bank products and services, including without limitation the Chase Wealth Management and Chase Private Client platforms. Specifically, you acknowledge and understand that the vast majority of customers with whom you will be working with at JPMC have pre-existing investment relationships with JPMS and/or pre-existing and separate banking relationships with*

JPMorgan Chase Bank, N.A. Additionally, you will be working with other JPMC employees to develop and strengthen these relationships on behalf of JPMC. The customer relationships developed at JPMC and given to you by JPMC flow directly from the goodwill, reputation, name recognition, Confidential Information, specialized training, mentoring and expenditures made by JPMC. This platform and relationship model developed by JPMC is special and unique to JPMC, providing you and JPMC with a unique opportunity to service and interact with clients and customers in ways not known or available to competitors. You acknowledge that by utilizing the platforms, you will be given access to confidential information and/or trade secrets, which are not readily available through any public source and the protection of which represent a legitimate business interest of JPMC.

- c. This section does not apply to customer relationships you established prior to commencing employment with JPMC, provided that you are able to substantiate through documents or other suitable evidence that the relationship preceded commencement of your employment with the JPMC, and any such customers are listed on Attachment A signed by your manager.*

44. Gleckler had no prior industry experience before he joined JPMorgan and brought no clients with him to JPMorgan. In fact, Gleckler did not obtain his Series 7 securities license (which permits him to recommend individual securities for sale to clients) until 2014, or seven years after joining JPMorgan. In the "Attachment A" to his 2014 Non-Solicitation Agreement, Gleckler was permitted to identify all client relationships that he had established prior to commencing employment with JPMorgan, and those pre-existing relationships would be carved out from the non-solicitation restriction in the agreement. The Attachment A to the 2014 Non-Solicitation Agreement – the space specifically designed for listing any pre-existing relationships – is blank, meaning Gleckler listed no such pre-existing

client relationships.

45. In Section 10(a) of the 2014 Non-Solicitation Agreement, Respondent agreed that the above-referenced provisions are reasonable, and that he voluntarily entered into the agreement after having had an opportunity to review it with his counsel:

- I. You acknowledge that you have carefully considered the nature and extent of the restrictions upon you and the rights and remedies conferred upon JPMC under Sections 7, 8, and 9 of this Agreement, and have had the opportunity to retain legal counsel at your own expense to review this Agreement. You acknowledge that these restrictions are reasonable in time and geographic scope, are fully required to protect the legitimate interests of JPMC and its customers and do not confer a benefit upon JPMC which is disproportionate to any detriment to you.*
- II. You acknowledge that the terms and conditions of Sections 7, 8 and 9 of this Agreement incorporate and/or supplement the terms and conditions of your employment at JPMC and are reasonable and necessary to protect the valued business interests of JPMC and that you have received good and valuable consideration for entering into this Agreement.*
- III. You acknowledge that you were made aware of this Agreement at the time you accepted employment with JPMC or at the time you were afforded the opportunity of receiving compensation associated with non-deposit investment products, and that you are signing it knowingly and voluntarily and are accepting or continuing employment with full understanding of its terms and conditions. You further acknowledge the reasonableness and enforceability of the terms of this Agreement, and you will not challenge the enforceability or terms of this Agreement.*

46. In addition, in Section 10(b) of the 2014 Non-Solicitation Agreement, Respondent acknowledged that any breach of the provisions set forth

above will cause irreparable harm to JPMorgan entitling it to seek immediate injunctive relief and to recover its attorneys' fees in connection with instituting any legal proceeding and/or arbitration to enforce the agreement.

47. In consideration for entering into an employment relationship and executing his agreements, Respondent was provided with significant benefits, including substantial compensation, office and support facilities, securities registration, research, and health insurance.

JPMorgan's Confidential Information

48. During the course of his employment, Gleckler had access to highly confidential JPMorgan client information in addition to other financial information that is confidential and proprietary to JPMorgan. JPMorgan's client files contain confidential financial information, including client identity, address, telephone numbers, transactional history, tax information, personal financial data, banking information and investment objectives, among other confidential and proprietary data. Gleckler had no interaction with the vast majority of the clients he serviced at JPMorgan (and no knowledge of any of their confidential information) until he started working at JPMorgan. As indicated above, this information has been collected at great expense to the firm, is not easily duplicated, and would be extremely valuable to a competitor.

49. A critical factor to JPMorgan's continued success is its relations with its clients. JPMorgan has built the loyalty of its client base through many years of effort and has invested substantially in building JPMorgan's goodwill. JPMorgan

spends substantial resources in terms of time, effort and money annually to provide programs and support to its Chase Wealth Management employees, including Gleckler, for them to use to obtain and build relationships with its clients.

50. JPMorgan retains records concerning its clients and those records are not available from other sources and have been created and updated for a period of many years based on JPMorgan's relationship with its clients. JPMorgan has invested substantial corporate resources to develop and maintain its client information. The vast majority of the JPMorgan clients that Respondent serviced were developed by JPMorgan at great expense and over a number of years. JPMorgan's client list is the lifeblood of its business and the expenditures incurred by JPMorgan in obtaining its clients include the millions of dollars spent by JPMorgan every year on national and local advertising and marketing, the millions of dollars it costs to train JPMorgan's employees, and the many other expenditures JPMorgan incurs in maintaining its goodwill in the industry.

51. JPMorgan also has expended significant resources to service its clients, the vast majority of whom were assigned to Respondent or referred to him by JPMorgan. These resources include millions of dollars a year JPMorgan spends for sales support staff, clearing services, operations personnel, systems and support, management and compliance supervision, salaries, annual registration fees, computer services and equipment, phone, mail, research, literature, seminars, trade and other professional news publications, promotional events, securities research and analysis, and other services. JPMorgan has borne the entire expense of these services and

activities as well, with no financial contribution from Respondent.

52. JPMorgan employs reasonable efforts to maintain the confidentiality of its client records. Specifically, access to the records is restricted to those employees whose jobs require them to refer to this information, duplication of the records is prohibited and there are constant reminders about the confidential nature of the information contained on the records. Employees such as Respondent must maintain client information as strictly confidential.

Respondent's Misconduct

53. As noted above, Gleckler resigned from JPMorgan on November 14, 2025, immediately joined Morgan Stanley, and began soliciting JPMorgan clients. Gleckler's solicitation of JPMorgan clients is ongoing and continuing.

54. As set forth above and incorporated herein, numerous JPMorgan clients have informed JPMorgan that Gleckler has solicited their business, sought to schedule meetings with the clients, touted Morgan Stanley and the products and services he can offer clients at Morgan Stanley, or otherwise attempted to get the clients to transfer their accounts to him at Morgan Stanley.

55. Further, on information and belief, without misappropriating JPMorgan's confidential client information, Gleckler would not have had the ability to call JPMorgan clients immediately after he resigned.

56. In the days and weeks leading up to his resignation, Gleckler engaged in highly suspicious access of JPMorgan client profiles on JPMorgan's computer system, particularly during non-business hours. During the month of

October 2025, or the last full month of his employment, Gleckler accessed an usually high number of client profiles on JPMorgan's Advisor Central program.

57. Specifically, for the month of October 2025, Gleckler accessed client profiles more than 1,200 times on JPMorgan's system, many outside of normal business hours and in rapid succession. By way of comparison and for context, the 1,200 views were the highest number of views, by far, by Gleckler for any month dating back to at least since July 2021 (which is how far back JPMorgan's records went). During the 53 month period since July 2021, Gleckler only accessed as many as 900 client profiles twice, yet he accessed 1,200 in the last full month of his employment before his resignation.

58. Moreover, much of that activity occurred during early morning hours. For example, on October 30, 2025, or approximately two weeks prior to his resignation, in the early morning hours from 5:08 a.m. to 8:30 a.m., Gleckler accessed approximately 33 client profiles on JPMorgan's Advisor Central program, many in rapid succession.

59. Similarly, the very next day, on October 31, 2025, again during the early morning hours from 4:06 a.m. to 7:47 a.m., Gleckler accessed another approximately 35 client profiles on JPMorgan's Advisor Central program, many in rapid succession.

60. Gleckler's suspicious access continued into November and the days leading up to his resignation. For example, on November 7, 2025, or just one week before his resignation, between the early morning hours of 12:50 a.m. to 2:21

a.m., Gleckler accessed approximately 22 client profiles on JPMorgan's Advisor Central program in rapid succession. On November 13, 2025, the day before his resignation, during the hours of 5:16 a.m. to 7:36 a.m., Gleckler accessed approximately 21 client profiles on JPMorgan's Advisor Central program.

61. The client profiles accessed by Gleckler contain highly confidential client information, including client names, addresses, email addresses, phone numbers, dates of birth, account numbers, account types, account balances and specific investment holdings. There is no legitimate business reason why Gleckler would need to access so many client profiles in the manner he did, at the times and non-business hours he did, in the days and weeks leading up to his resignation.

62. Given the abnormal and increased access of JPMorgan client profiles in close proximity to his resignation, on information and belief, Gleckler took such client information with him from JPMorgan to Morgan Stanley (by taking photos of the computer screens with his cell phone, copying, or via some other means), and is using such information at Morgan Stanley to aid in his solicitation of JPMorgan clients.

63. Respondent's misconduct is highly disruptive to JPMorgan's ability to conduct business in a stable manner and to maintain JPMorgan's goodwill with its clients. Unless Respondent's misconduct is immediately restrained and enjoined, (a) other competitors of JPMorgan will be encouraged to engage in the same kind of improper behavior with complete impunity, and (b) JPMorgan's other

employees will be encouraged to engage in the same improper conduct, the result of which will inflict severe and permanent damages on JPMorgan.

64. By improperly soliciting JPMorgan's clients, Respondent has caused and will continue to cause continuing and irreparable injury to JPMorgan which cannot be cured by monetary damages. Respondent's wrongdoing has caused and will continue to inflict irreparable harm to JPMorgan by causing:

- (a) Loss of JPMorgan clients and loss of client confidence;
- (b) Use and disclosure of JPMorgan's trade secrets and confidential and proprietary information, including client information;
- (c) Injury to JPMorgan's reputation and goodwill in the New York market; and
- (d) Present economic loss, which is unascertainable at this time, and future economic loss, which is now incalculable.

65. Petitioner has made no prior application for this or similar relief.

66. In the absence of a temporary restraining order and preliminary injunction, the relief sought in the arbitration being commenced will be rendered ineffectual.

67. Accordingly, JPMorgan respectfully requests that this Court maintain the status quo, and enjoin Respondent from continuing to violate his agreements with JPMorgan pending resolution of the arbitration between the parties.

FIRST CAUSE OF ACTION
(Breach of Contract)

68. Petitioner realleges and reincorporates by reference the

allegations set forth in paragraphs 1 through 67 hereof.

69. Respondent breached his contracts and agreements with JPMorgan by soliciting JPMorgan's clients and by, on information and belief, taking, using and disclosing JPMorgan's confidential documents and/or information. By soliciting JPMorgan's clients and using and disclosing JPMorgan's proprietary and confidential information, Respondent seeks to convert to his benefit JPMorgan's protectable interests.

70. Petitioner has performed all of its duties under all such contracts.

71. Petitioner has been injured and will continue to be injured by Respondent's breaches of his agreements with JPMorgan in an amount which cannot readily be ascertained or compensated by money damages.

72. As a direct and proximate result of Respondent's breaches of the terms of his agreements, Petitioner has sustained and will continue to sustain irreparable injury, the damages from which cannot now be calculated. Accordingly, Petitioner is entitled to a temporary restraining order and a preliminary injunction.

SECOND CAUSE OF ACTION

(Misappropriation of Trade Secrets and Confidential Information)

73. Petitioner realleges and reincorporates by reference the allegations set forth in paragraphs 1 through 72 hereof.

74. JPMorgan's confidential and proprietary business and client information derives substantial, independent economic value from not being generally known to the public or to JPMorgan's competitors, who could obtain economic value

from the information. JPMorgan expended substantial financial and human resources to develop this information, which cannot be easily acquired or replicated by others, from among the literally millions of actual or potential individual investors in the marketplace. Further, JPMorgan has taken substantial efforts to maintain the secrecy of its confidential and proprietary business and client information, including but not limited to restricting access to such information, designating such information as confidential, and requiring confidentiality agreements. Accordingly, JPMorgan's confidential and proprietary business and client information constitutes trade secrets pursuant to statutory and common law.

75. As a direct and proximate result of Respondent's misappropriation of JPMorgan's trade secrets and confidential information, JPMorgan has sustained and will continue to sustain irreparable injury. Unless Respondent is enjoined from further acts of misappropriation and use of Petitioner's trade secrets and confidential information, Petitioner will continue to suffer irreparable injury. Accordingly, Petitioner is entitled to a temporary restraining order and a preliminary injunction.

THIRD CAUSE OF ACTION
(Conversion)

76. Petitioner realleges and reincorporates by reference the allegations set forth in paragraphs 1 through 75 hereof.

77. At all times, JPMorgan was, and still is, entitled to the immediate and exclusive possession of its trade secrets and other proprietary information, and

all physical embodiments thereof, as alleged above.

78. JPMorgan is informed and believes that Respondent took JPMorgan's trade secret and other proprietary information, including but not limited confidential client information, and converted such information for the use of Respondent and those acting in concert with him.

79. The continued detention of JPMorgan's personal property by Respondent constitutes conversion.

80. As a direct and proximate result of the Respondent's conversion, Petitioner has sustained and will continue to sustain irreparable injury, the damages from which cannot now be calculated. Unless Respondent is enjoined, Petitioner will suffer further irreparable injury. Accordingly, Petitioner is entitled to a temporary restraining order and a preliminary injunction.

FOURTH CAUSE OF ACTION
(Breach of Fiduciary Duty)

81. Petitioner realleges and reincorporates by reference the allegations set forth in paragraphs 1 through 80 hereof.

82. Respondent owed JPMorgan a fiduciary duty of trust and loyalty.

83. Respondent's fiduciary duties required him at all times to, among other things, act in JPMorgan's best interests and maintain the confidentiality of JPMorgan's trade secrets and other confidential and proprietary business and client information. Respondent's fiduciary duties required him at all times to refrain from, among other things, soliciting JPMorgan's clients to join him at a competing

company.

84. Respondent breached his fiduciary duties to JPMorgan by engaging in the conduct alleged above. Respondent engaged in such wrongdoing prior to the time his employment with JPMorgan ended and after he joined Petitioner's competitor, Morgan Stanley.

85. As a direct and proximate result of Respondent's breaches of his fiduciary duties, Petitioner has sustained and will continue to sustain irreparable injury, the damages from which cannot now be calculated. Accordingly, Petitioner is entitled to a temporary restraining order and a preliminary injunction.

FIFTH CAUSE OF ACTION
(Breach of Duty of Loyalty)

86. Petitioner realleges and reincorporates by reference the allegations set forth in paragraphs 1 through 85 hereof.

87. By virtue of his position with JPMorgan, Respondent owed Petitioner a duty of undivided loyalty to JPMorgan. Respondent's duty of loyalty prohibited him from competing with JPMorgan or assisting a competing business during the course of his employment. Respondent's duty of loyalty also included a duty to act toward JPMorgan fairly, honestly and in good faith, to maintain the confidentiality of JPMorgan's trade secrets and other confidential and proprietary business and client information, and to refrain from any act or omission calculated or likely to injure JPMorgan.

88. Respondent breached his duty of loyalty to JPMorgan by

engaging in the conduct alleged above (and incorporated herein) prior to the termination of his employment.

89. Respondent knew and intended, or knew and recklessly or negligently disregarded, that his acts had the purpose and/or effect of disrupting and harming JPMorgan's business.

90. As a direct and proximate result of Respondent's breaches of his duty of loyalty, Petitioner has sustained and will continue to sustain irreparable injury, the damages from which cannot now be calculated. Accordingly, Petitioner is entitled to a temporary restraining order and a preliminary injunction.

SIXTH CAUSE OF ACTION
**(Intentional/Negligent Interference with Actual
and Prospective Economic Advantages)**

91. Petitioner realleges and reincorporates by reference the allegations set forth in paragraphs 1 through 90 hereof.

92. JPMorgan has developed and maintains advantageous actual and prospective business relationships with its clients that promise a continuing probability of future economic benefit to JPMorgan.

93. JPMorgan is informed and believes, and on that basis alleges, that Respondent knew or reasonably should have known about JPMorgan's advantageous actual and prospective business relationships with its clients.

94. JPMorgan is informed and believes, and on that basis alleges, that Respondent has either intentionally and maliciously, or negligently, interfered with and continues to interfere with JPMorgan's relationships with its clients by,

among other things, directly and/or indirectly attempting to induce JPMorgan clients to sever their relationships with JPMorgan and to induce them to do business with him at Morgan Stanley.

95. There was no privilege and justification for Respondent's conduct. Moreover, Respondent's actions also constitute wrongful conduct above and beyond the act of interference itself, including misappropriation of trade secrets, breach of contract, unfair competition, breach of his fiduciary duties, and breach of his duty of loyalty.

96. Respondent's conduct was willful and malicious, or negligent.

97. As a direct and proximate result of Respondent's tortious interference with actual and prospective business relationships, Petitioner has sustained and will continue to sustain irreparable injury, the damages from which cannot now be calculated. Accordingly, Petitioner is entitled to a temporary restraining order and a preliminary injunction.

SEVENTH CAUSE OF ACTION
(Unfair Competition)

98. Petitioner realleges and reincorporates by reference the allegations set forth in paragraphs 1 through 97 hereof.

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

100. As a direct and proximate result of Respondent's unfair competition, Petitioner has sustained and will continue to sustain irreparable injury,

the damages from which cannot now be calculated. Accordingly, Petitioner is entitled to a temporary restraining order and a preliminary injunction.

WHEREFORE, Petitioner respectfully requests that an Order be entered in its favor against Respondent 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 Respondent and all those acting in concert with him, pursuant to his contractual agreements with JPMorgan, from directly or indirectly:

(1) soliciting, attempting to solicit, inducing to leave or attempting to induce to leave any JPMorgan client serviced by Respondent at JPMorgan or whose name became known to him by virtue of his employment with JPMorgan or any of its affiliates or predecessors in interest, excluding only those clients Respondent formerly serviced as broker of record at a prior firm and immediate family members; and

(2) using, disclosing or transmitting for any purpose JPMorgan's documents, materials and/or confidential and proprietary information pertaining to JPMorgan, JPMorgan's clients, and/or JPMorgan's employees.

B. Ordering Respondent, and all those acting in concert with him, to return to JPMorgan (through its attorneys herein, at the address identified below) all records, documents and/or information in whatever form (whether original, copied, computerized, electronically stored or handwritten), pertaining to JPMorgan's clients, employees and business in the possession, custody and/or control of Respondent, within 24 hours of notice of the terms of this Order to Respondent or his counsel.

C. Grant the parties leave to conduct expedited discovery in aid of this application, including deposing Respondent and inspecting Respondent's personal and business computers and electronic devices; and

D. Grant all other relief that this Court deems just.

Dated: New York, New York
November 26, 2025

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