UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION

J.P. MORGAN SECURITIES LLC,	)	
	)	
Plaintiff,	)	
	)	
v.	)	**Case No.:**
	)	
CODY RANKIN and EMILIA PENNEY,	)	
	)	
Defendants.	)	

COMPLAINT
(INJUNCTIVE RELIEF SOUGHT)

Plaintiff J.P. Morgan Securities LLC ("JPMorgan" or "Plaintiff"), files this Complaint and Application for Temporary Restraining Order and Injunctive Relief against defendants Cody Rankin ("Rankin") and Emilia Penney ("Penney") (collectively, "Defendants").

Preliminary Statement

1. This action is for a temporary restraining order and a preliminary injunction to maintain the status quo pending resolution of an arbitration proceeding between JPMorgan and Defendants that concurrently is being filed with FINRA Dispute Resolution.[1]

2. This dispute arises out of Defendants' voluntary resignation from JPMorgan on June 11, 2026, and the immediate commencement of their employment with Morgan Stanley Smith Barney LLC ("Morgan Stanley"), a competitor of JPMorgan. Defendants were employed by JPMorgan Chase Bank, N.A. ("JPMorgan Chase"), an affiliate of JPMorgan,

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[1] JPMorgan has the express right to seek temporary injunctive relief before a court of competent jurisdiction pending the outcome of arbitration before a full panel of duly-appointed arbitrators pursuant to Rule 13804 of the Code of Arbitration Procedure for Industry Disputes of the Financial Industry Regulatory Authority ("FINRA"), which is the self-regulatory organization that regulates broker-dealers and registered representatives who hold securities licenses, and is overseen by the Securities and Exchange Commission. A true and correct copy of Rule 13804 is annexed as Exhibit A to the accompanying Declaration of Leonard Weintraub.

and their securities licenses were held by JPMorgan. At the time of their resignations, Rankin worked as a Private Client Advisor in a JPMorgan Chase branch office in Richmond, Virginia, and Penney worked as a Private Client Advisor in a JPMorgan Chase branch office in Chesterfield, Virginia.

3. Since resigning from JPMorgan and joining Morgan Stanley, Defendants have solicited numerous JPMorgan clients to move their accounts from JPMorgan to them at Morgan Stanley. Defendants are calling JPMorgan clients, often on the clients' personal cell and home phone, seeking to induce such clients to transfer their accounts from JPMorgan to them at their new firm. Defendants' communications have been more than simply announcing their change of employment; they are actively seeking to induce the clients to do business with them at Morgan Stanley.

4. One client informed JPMorgan that Penney reached out to her to move her relationship to Morgan Stanley, and offered the client no management fee on her fixed income account for a certain period of time, and when the client retires and moves her 401(k) to Morgan Stanley she could reduce that fee as well. The client told JPMorgan that based on such promises from Penney, the client was moving her account to Morgan Stanley.

5. Another client informed JPMorgan that Penney called him and asked the client to set up an appointment to discuss bringing over her investment accounts to Morgan Stanley. She told the client that if she moved her entire relationship to Morgan Stanley she would lower the client's management fee. A JPMorgan manager then had a zoom video with the client and the new JPMorgan Private Client Advisor, during which the client informed JPMorgan that Penney and Rankin told the client that they were doing things better at Morgan Stanley and are focused on wealth preservation, whereas JPMorgan is not, and is more focused on banking.

The client further informed JPMorgan that the investment platform at Morgan Stanley is more designed to help clients with leveraging their investments as a lending option, and JPMorgan does not support their clients in that way. They also told the client that they would lower his fees and get him an American Express card and waive the first year's fee if he were to bring his relationship to Morgan Stanley.

6. Another client informed JPMorgan that Penney tried to get him to move his relationship to Morgan Stanley and had reached out to him a couple of times to solicit him.

7. Another client informed JPMorgan that Penney has been calling him and soliciting his business to move his entire relationship to Morgan Stanley, and offered him a lower fee if he did so. The client said he was planning to meet with Penney again.

8. Another client informed JPMorgan that he is considering moving his account to Morgan Stanley because Penney offered him a $3,000 incentive. She originally offered the client $2,000, but told him he could get $3,000 if he moved a certain amount of assets to Morgan Stanley. She also offered the client a "guaranteed" return on a conservative investment option if he were to move his relationship.

9. Another client informed JPMorgan that Rankin called him and asked him to move his relationship over to Morgan Stanley to try out his new way of doing things.

10. Two clients (who are related) informed JPMorgan that Rankin called them three times to get them to move to Morgan Stanley, even though they told him more than once that they were not interested in moving their assets to him. Rankin told them that Morgan Stanley was doing things "differently and better" than at JPMorgan, and offered them $3,000 as an incentive if they were to transfer their assets to Morgan Stanley. Rankin also told them that their new JPMorgan Private Client Advisor (whom they identified by name) did not have the

same level of experience they had. The clients said they were put off by the repeated calls from Rankin after they had indicated they were not interested in moving their relationship.

11. Another client informed JPMorgan that Rankin reached out to him to transfer his relationship to Morgan Stanley and offered him a lower fee, and said that the client would have opportunities at Morgan Stanley that were not available at JPMorgan, such as alternative investments.

12. Another client informed JPMorgan that Rankin called them and asked them to move their assets to Morgan Stanley, offering lower fees. A JPMorgan manager had a follow-up call with the client, who confirmed to the manager that Rankin reached out to them to move their relationship to Morgan Stanley.

13. Another client informed JPMorgan that Rankin solicited his business and offered to work with him on fees if he would transfer his relationship to Morgan Stanley.

14. In addition, on information and belief, Defendants took with them to Morgan Stanley JPMorgan's confidential client information, including client contact information, such as cell phone numbers, which, on information and belief, are generally not publicly available, without which they would have been unable to call and solicit JPMorgan clients so quickly after they resigned from JPMorgan.

15. As discussed in more detail below, Rankin engaged in highly suspicious computer access on JPMorgan's system in the days prior to his resignation and accessed numerous client profiles on JPMorgan's computer system, many in rapid succession. The client profiles accessed by Rankin contain highly confidential client information, including client names, addresses, e-mail addresses, phone numbers, and other information needed to solicit JPMorgan clients upon his resignation.

16. It appears Defendants' solicitation efforts have proved successful, as approximately 41 JPMorgan households/clients, with investment assets totaling approximately $32 million, already have transferred their accounts from JPMorgan to Defendants at Morgan Stanley.

17. At the time Rankin left JPMorgan, he serviced approximately 94 JPMorgan households, with approximately $121 million in total assets under supervision, the vast majority of which were either pre-existing JPMorgan Chase and JPMorgan clients (whether for investments, banking, credit cards, mortgages, commercial lending or otherwise) that JPMorgan or the Chase Bank associates working in the branch referred to him, or were developed by him at JPMorgan with JPMorgan's assistance.

18. At the time Penney left JPMorgan, she serviced approximately 78 JPMorgan households, with approximately $79 million in total assets under supervision, the vast majority of which were either pre-existing JPMorgan Chase and JPMorgan clients (whether for investments, banking, credit cards, mortgages, commercial lending or otherwise) that JPMorgan or the Chase Bank associates working in the branch referred to her, or were developed by her at JPMorgan with JPMorgan's assistance.

19. Private Client Advisors like Defendants sit in JPMorgan Chase bank branches, and JPMorgan Chase clients are referred to them to provide JPMorgan products and services. Defendants now seek to improperly induce such JPMorgan clients to follow them to Morgan Stanley.

20. Defendants' conduct constitutes a breach of their agreements with JPMorgan (which contain non-solicitation and confidentiality provisions) and a violation of their common-law obligations to JPMorgan.

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

Jurisdiction and Venue

22. The Court has jurisdiction in this action pursuant to 28 U.S.C. § 1332(a) in that JPMorgan, on the one hand, and Defendants, on the other hand, are citizens of different states, and the matter in controversy exceeds the sum or value of $75,000, exclusive of interest and costs.

23. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(a), in that a substantial part of the events giving rise to the claims occurred in the City of Richmond, Virginia and Chesterfield County, Virginia.

The Parties

24. Plaintiff JPMorgan is a Delaware limited liability company and a national broker-dealer, with its principal place of business in New York City, New York. The sole member of JPMorgan is J.P. Morgan Broker-Dealer Holdings Inc., which is a Delaware corporation with its principal place of business in New York, New York. JPMorgan is a member firm of FINRA.

25. JPMorgan, through Chase Wealth Management, provides traditional investment services in Virginia to JPMorgan Chase and JPMorgan clients. Unlike traditional brokerage firms (where clients are serviced almost exclusively by one financial advisor),

JPMorgan's Chase Wealth Management adopts a team approach to service a wide variety of JPMorgan clients' investment needs.

26. Defendant Rankin is an individual who at all times relevant herein was employed and/or conducted business in Virginia and was and is a citizen of Virginia. Rankin worked for JPMorgan in an office in Richmond, Virginia, and is currently a registered representative associated with Morgan Stanley in its Richmond, Virginia office. Rankin maintains securities licenses through FINRA.

27. Defendant Penney is an individual who at all times relevant herein was employed and/or conducted business in Virginia and was and is a citizen of Virginia. Penney worked for JPMorgan in an office in Chesterfield, Virginia, and is currently a registered representative associated with Morgan Stanley in its Richmond, Virginia office. Penney maintains securities licenses through FINRA.

28. In connection their status as registered representatives of JPMorgan, each Defendant executed a Form U-4 Uniform Application for Securities Industry Registration or Transfer. By executing the Form U-4, Defendants agreed to submit to arbitration before FINRA disputes, claims and controversies arising between themselves and JPMorgan.

Factual Allegations

29. In June 2021 Rankin commenced employment as a Private Client Advisor with JPMorgan, a position he held throughout his employment, working in a JPMorgan Chase bank branch in Richmond. In connection with the commencement of his employment, Rankin entered into a Chase Wealth Management Supervision, Arbitration, Confidentiality and Non-Solicitation Agreement (the "Rankin Non-Solicitation Agreement"), which contains provisions prohibiting him from soliciting the firm's clients for a one year period after the end of his

employment and requiring him to maintain the confidentiality of the firm's confidential and proprietary business and client information.

30. In January 2023 Penney commenced employment as a Private Client Advisor with JPMorgan, a position she held throughout her employment, working initially in a JPMorgan Chase bank branch in Midlothian, Virginia, and then moving to a bank branch in Chesterfield in November 2025. In connection with the commencement of her employment, Penney entered into a Chase Wealth Management Supervision, Arbitration, Confidentiality and Non-Solicitation Agreement (the "Penney Non-Solicitation Agreement"), which contains provisions prohibiting her from soliciting the firm's clients for a one year period after the end of her employment and requiring her to maintain the confidentiality of the firm's confidential and proprietary business and client information.

31. As Private Client Advisors, JPMorgan Chase referred its bank clients to Defendants in order for them to build JPMorgan's relationship with such clients. Defendants sat at their desks at a JPMorgan Chase bank branch and were 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 Private Client Advisors, Defendants were not expected to engage in cold calling or attempt to build a client base independent of referrals from JPMorgan.

32. Defendants had limited industry experience before joining JPMorgan. In the "Attachment A" to the Penney Non-Solicitation Agreement and the Rankin Non-Solicitation Agreement, Rankin and Penney were asked to identify all client relationships that they had established prior to commencing employment with JPMorgan, and those pre-existing relationships would be carved out from the non-solicitation restriction in the agreements. The

Attachment A to the Penney Non-Solicitation Agreement – the space specifically designed for listing any pre-existing relationships – is blank, meaning Penney listed no such pre-existing client relationships. The Attachment A to the Rankin Non-Solicitation Agreement – the space specifically designed for listing any pre-existing relationships – listed only nine clients.[2]

33. The vast majority of the clients Defendants serviced at JPMorgan were pre-existing JPMorgan Chase and JPMorgan clients who were reassigned to Defendants, were long-term JPMorgan Chase clients who were referred to Defendants or were developed by JPMorgan at the time they were assigned to Defendants. More than half of the clients serviced by Rankin at JPMorgan at the time of his resignation already were clients of JPMorgan or JPMorgan Chase when Rankin joined JPMorgan in 2021. Approximately 75% of the clients serviced by Penney at JPMorgan at the time of her resignation already were clients of JPMorgan or JPMorgan Chase when Penney joined JPMorgan in 2023.

34. 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. JPMorgan spends substantial resources in gaining knowledge about its clients and protecting the privacy of such information. It typically takes many years of dealing with clients for JPMorgan to become their primary investing firm. JPMorgan clients typically remain with and continue to be serviced by the firm, regardless of whether the Private Client Advisor or other team members resign or leave JPMorgan. But for their employment,

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[2] Only seven of the nine clients listed on Rankin's Attachment A were still clients he was servicing at the time of his resignation. Those seven clients had less than 10% of the total assets he was managing at JPMorgan. None of these nine clients identified on Rankin's Attachment A are the clients referenced above as having been improperly solicited.

Defendants would not have had any contact with the vast majority of the clients the firm assigned to them and whom they are now soliciting.

35. As part of their official duties at JPMorgan, Defendants had access to extensive confidential financial records and information about JPMorgan's clients, including information about each client's investment and trust and estates needs. 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.

<u>Defendants' Employment Agreements and Obligations to JPMorgan</u>

36. As noted above, Defendants entered into agreements with JPMorgan that contain provisions prohibiting them from soliciting JPMorgan clients for a period of one year after their JPMorgan employment ends and from using or retaining JPMorgan confidential information. The Rankin Non-Solicitation Agreement and the Penney Non-Solicitation Agreement contain identical provisions, and are collectively referred to herein as the "Non-Solicitation Agreements."

37. Section 7(a) of the Non-Solicitation Agreements, entitled "Confidential Information," provide, 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 businesses, 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.*

38. Section 7(b) of the Non-Solicitation Agreements provide 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*;
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> * * *
>
> *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.*

39. In Section 7(c) of the Non-Solicitation Agreements, Defendants 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.

40. In Sections 7(d) and 7(e) of the Non-Solicitation Agreements, Defendants 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 their employment.

41. In Section 8 of the Non-Solicitation Agreements, Defendants agreed not to solicit JPMorgan's clients for a period of twelve months after the termination of their 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.***
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> 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 the Chase Private Client and Chase Wealth Management 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 CISC 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 sources 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.*

42. In Section 10(a) of the Non-Solicitation Agreements, Defendants agreed that the above-referenced provisions are reasonable, and that they voluntarily entered into the agreement after having had an opportunity to review it with 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.*

43. In addition, in Section 10(b) of the Non-Solicitation Agreements, Defendants 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.

44. In consideration for entering into and continuing their employment relationship and executing the agreements, Defendants were provided with significant benefits, including substantial compensation, office and support facilities, securities registration, research, and health insurance.

JPMorgan's Relationship with its Clients and its Confidential Information

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

46. 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 advisors, including Defendants, for them to use to obtain and build relationships with its clients.

47. JPMorgan's records maintained concerning its clients 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 Defendants 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.

48. JPMorgan also has expended significant resources to service its clients. These resources include millions of dollars a year JPMorgan spends for 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 Defendants.

49. 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.

50. The confidential and proprietary information that Defendants, on information and belief, have misappropriated was entrusted to JPMorgan by its clients with the expectation that it would remain confidential and would not be disclosed to third parties. Indeed, by law JPMorgan must safeguard this information until such time as the controlling authorities authorize its release. Defendants had access to this information solely by virtue of their employment. JPMorgan and Defendants are obliged to maintain the confidentiality of this information. For its part, JPMorgan took numerous steps to protect the confidentiality of this information. Defendants were fully aware of, and responsible for, complying with JPMorgan's internal policies regarding confidentiality. JPMorgan has implemented numerous other policies, and has established tight security, to ensure the confidentiality of its client information. For example, access to JPMorgan's computer network by its professionals is password-protected. JPMorgan also limits its client information to certain employees and management who need access to such information.

51. Defendants must maintain JPMorgan client information as strictly confidential. These instructions are confirmed in the agreements referenced above and JPMorgan's confidentiality policies that Defendants would have been familiar with (and with respect to which they were regularly required to affirm their compliance).

Defendants' Misconduct

52. As noted above, Defendants voluntarily resigned from JPMorgan on June 11, 2026, immediately joined Morgan Stanley, and began soliciting JPMorgan clients.

53. As detailed above, numerous JPMorgan clients have informed JPMorgan that, beginning shortly after they resigned from JPMorgan and joined Morgan Stanley, Defendants began calling clients they formerly serviced at JPMorgan asking for meetings and attempting to get them to transfer their accounts to them at Morgan Stanley.

54. Defendants' solicitation of JPMorgan clients is ongoing and continuing.

55. A review of Rankin's computer activity leading up to his departure demonstrates that Rankin improperly accessed JPMorgan confidential information concerning JPMorgan's clients. On Saturday, June 6, 2026 – five days before he resigned – Rankin accessed files for 11 clients on JPMorgan's system from 5:05 p.m. until 5:23 p.m., most in rapid succession.

56. Additionally, on June 9, 2026 – two days before he resigned – Rankin accessed 41 client files on JPMorgan's system, including 13 in 13 minutes (9:30 p.m. through 9:42 p.m.). On June 10, 2026 – the day before he resigned – Rankin accessed 53 client files on JPMorgan's system, including 14 in 10 minutes (8:39 p.m. through 8:49 p.m.).

57. On information and belief, Rankin accessed these confidential files for the purpose of reviewing and recording certain information for use in his solicitation efforts. The screens Rankin was accessing during the final days of his employment contained highly-confidential client information, including, among other things, client names, home addresses, e-mail addresses, phone numbers, dates of birth, account numbers, account balances and specific investment holdings, all of which constitutes JPMorgan confidential information.

58. There was no legitimate business reason for Rankin to access and view the majority of this client information shortly before his resignation, many of it after business hours. On information and belief, Rankin took the information with him from JPMorgan to Morgan

Stanley (whether by taking photos of the information with his cell phone, or by some other means), and has used such information at Morgan Stanley to solicit JPMorgan clients.

59. On information and belief, without misappropriating JPMorgan's confidential client information, Defendants would not have had the ability to call JPMorgan clients immediately after they resigned.

60. Unless Defendants' misconduct is immediately restrained and enjoined, other competitors of JPMorgan will be encouraged to engage in the same kind of improper behavior with complete impunity, the result of which will inflict severe and permanent damages on JPMorgan.

61. Defendants' misconduct, as described above, constitutes at a minimum, breach of contract, breach of fiduciary duty and duty of loyalty, tortious interference, and unfair competition. Unless Defendants' conduct is immediately enjoined, JPMorgan's other employees will be encouraged to engage in the same improper conduct. This misconduct is highly disruptive to JPMorgan's ability to conduct business in a stable manner and to maintain JPMorgan's goodwill with its clients and employees.

62. By seeking to improperly solicit JPMorgan's clients, Defendants have and will continue to cause continuing and irreparable injury to JPMorgan which cannot be cured by monetary damages. Defendants' 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) Injury to JPMorgan's reputation and goodwill in Virginia;

(c) Use and disclosure of JPMorgan's confidential and proprietary information, including client lists;

(d) Damage to office morale and stability, and the undermining of office protocols and procedures; and

(e) Present economic loss, which is unascertainable at this time, and future economic loss, which is now incalculable.

FIRST CAUSE OF ACTION
(Breach of Contract)

63. JPMorgan realleges and incorporates herein by reference the allegations of paragraphs 1 through 61 hereof.

64. Defendants breached their contracts and agreements with JPMorgan by soliciting JPMorgan's clients, and by, on information and belief, taking JPMorgan's confidential client information. By engaging in such conduct, Defendants seeks to convert to their benefit JPMorgan's protectable interests.

65. As a direct and proximate result of Defendants' breach of their contracts, JPMorgan has sustained and will continue to sustain irreparable injury, the damages from which cannot now be calculated. Accordingly, JPMorgan is entitled to a temporary restraining order and a preliminary injunction.

SECOND CAUSE OF ACTION
(Misappropriation of Trade Secrets)

66. JPMorgan realleges and incorporates herein by reference the allegations of paragraphs 1 through 64 hereof.

67. JPMorgan's confidential and proprietary business and customer 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 customer 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 customer information constitutes trade secrets pursuant to the Virginia Uniform Trade Secrets Act, Virginia Code §§ 59.1-336 et seq.

68. Defendants misappropriated JPMorgan's trade secrets and confidential information and utilized the information to contact and solicit JPMorgan clients to transfer their assets and business to them at their new firm. Defendants have engaged in such activities without the express or implied consent of JPMorgan and, indeed, in violation of their agreements prohibiting such conduct. Defendants engaged in this conduct despite the fact that they knew or had reason to know that their knowledge of JPMorgan's trade secrets and confidential information was acquired under circumstances giving rise to a duty to maintain its secrecy and to limit its use.

69. As a direct and proximate result of Defendants' misappropriation of JPMorgan's trade secrets, JPMorgan has sustained and will continue to sustain irreparable injury, the damages from which cannot now be calculated. Accordingly, JPMorgan is entitled to a temporary restraining order and a preliminary injunction.

THIRD CAUSE OF ACTION
(Breach of Fiduciary Duty)

70. JPMorgan realleges and reincorporates herein by reference the allegations contained in paragraphs 1 through 68 hereof.

71. Defendants owed JPMorgan a fiduciary duty of trust and loyalty.

72. Defendant's fiduciary duty required them at all times to, among other things, act in JPMorgan's best interests and maintain the confidentiality of JPMorgan's confidential and proprietary business and client information. Defendants' fiduciary duty required them at all times to refrain from, among other things, soliciting JPMorgan's clients to join them at a competing company.

73. Defendants breached their fiduciary duty to JPMorgan by engaging in the conduct alleged above. Defendants engaged in such wrongdoing upon their resignations from JPMorgan and joining JPMorgan's competitor, Morgan Stanley.

74. As a direct and proximate result of Defendants' breaches of their fiduciary duty, JPMorgan has sustained and will continue to sustain irreparable injury, the damages from which cannot now be calculated. Accordingly, JPMorgan is entitled to a temporary restraining order and a preliminary injunction.

FOURTH CAUSE OF ACTION
(Breach of Duty of Loyalty)

75. JPMorgan realleges and incorporates herein by reference the allegations of paragraphs 1 through 73 hereof.

76. By virtue of their position with JPMorgan, Defendants owed JPMorgan a duty of undivided loyalty during the term of their employment. Defendants' duty of loyalty prohibited them from competing with JPMorgan or assisting a competing business during the course of their employment. Defendants' duty of loyalty also included a duty to act toward JPMorgan fairly, honestly and in good faith, to maintain the confidentiality of JPMorgan's confidential and proprietary business and client information, and to refrain from any act or omission calculated or likely to injure JPMorgan.

77. Defendants breached their duty of loyalty to JPMorgan by engaging in the conduct alleged above (and incorporated herein) prior to the termination of their employment.

78. Defendants knew and intended, or knew and recklessly or negligently disregarded, that their acts had the purpose and/or effect of disrupting and harming JPMorgan's business.

79. As a direct and proximate result of Defendants' breach of their duty of loyalty, JPMorgan has sustained and will continue to sustain irreparable injury, the damages from which cannot now be calculated. Accordingly, JPMorgan is entitled to a temporary restraining order and a preliminary injunction.

FIFTH CAUSE OF ACTION
(Intentional and/or Negligent Interference with Actual and Prospective Economic Advantages and Business Expectancy)

80. JPMorgan realleges and incorporates herein by reference the allegations of paragraphs 1 through 78 hereof.

81. 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.

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

83. JPMorgan is informed and believes, and on that basis alleges, that Defendants have intentionally, maliciously, improperly and/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 their new firm.

84. There was no privilege or justification for Defendants' conduct. Moreover, Defendants' actions also constitute wrongful conduct above and beyond the act of interference itself, including breach of contract, unfair competition, and breach of their fiduciary duty.

85. Defendants' conduct was willful and malicious.

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

SIXTH CAUSE OF ACTION
(Conversion)

87. JPMorgan realleges and incorporates herein by reference, the allegations of paragraphs 1 through 85 hereof.

88. At all times JPMorgan was, and still is, entitled to the immediate and exclusive possession of its confidential and other proprietary information, and all physical embodiments thereof, as alleged above.

89. JPMorgan is informed and believes that Defendants took JPMorgan's confidential and proprietary information, including but not limited confidential client contact information, and converted such information for the use of Defendants and those acting in concert with them.

90. The continued detention of JPMorgan's personal property by Defendants constitutes conversion.

91. As a direct and proximate result of Defendants' conversion, JPMorgan has sustained and will continue to sustain irreparable injury, the damages from which cannot now be calculated. Accordingly, JPMorgan is entitled to a temporary restraining order and a preliminary injunction.

SEVENTH CAUSE OF ACTION
(Unfair Competition)

92. JPMorgan realleges and incorporates herein by reference the allegations of paragraphs 1 through 90 hereof.

93. Defendants' conduct as set forth above and incorporated herein is unlawful, unfair, fraudulent and deceptive, and constitutes unfair competition.

94. As a direct and proximate result of the Defendants' unfair competition, JPMorgan has sustained and will continue to sustain irreparable injury, the damages from which cannot now be calculated. Accordingly, JPMorgan is entitled to a temporary restraining order and a preliminary injunction.

WHEREFORE, Plaintiff respectfully requests that a judgment be entered in its favor against Defendants as follows:

A. In support of all claims for relief, a temporary and preliminary injunction lasting until such time as a duly appointed panel of arbitrators at FINRA renders an award on JPMorgan's claim for permanent injunctive relief, enjoining and restraining Defendants, directly or indirectly, and whether alone or in concert with others, including but not limited to the directors, officers, employees and/or agents of Morgan Stanley, from:

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

(b) 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 Defendants, and all those acting in concert with them, to return to JPMorgan or its counsel 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, within 24 hours of notice to Defendants or their counsel of the terms of such an order.

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

Dated: July 20, 2026

Respectfully submitted,

J.P. MORGAN SECURITIES LLC

By: /s/ J.P. McGuire Boyd, Jr.
J.P. McGuire Boyd, Jr. (VSB No. 72753)
John Arch Irvin (VSB No. 97044)
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Counsel for Plaintiff J.P. Morgan Securities LLC

CIVIL COVER SHEET

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

I. (a) PLAINTIFFS J.P. MORGAN SECURITIES LLC

DEFENDANTS CODY RANKIN and EMILIA PENNEY

(b) County of Residence of First Listed Plaintiff New York, NY
(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant Richmond, VA
(IN U.S. PLAINTIFF CASES ONLY)
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

(c) Attorneys *(Firm Name, Address, and Telephone Number)*
J.P. McGuire Boyd, Jr., Esq. Williams Mullen, P.O. Box 1320
Richmond, VA 23218 804-420-6527

Attorneys *(If Known)*

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

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

III. CITIZENSHIP OF PRINCIPAL PARTIES *(Place an "X" in One Box for Plaintiff and One Box for Defendant)*
(For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	☐ 1	☒ 1	Incorporated *or* Principal Place of Business In This State	☒ 4	☐ 4
Citizen of Another State	☐ 2	☐ 2	Incorporated *and* Principal Place of Business In Another State	☐ 5	☐ 5
Citizen or Subject of a Foreign Country	☐ 3	☐ 3	Foreign Nation	☐ 6	☐ 6

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

Click here for: Nature of Suit Code Descriptions.

CONTRACT
- ☐ 110 Insurance
- ☐ 120 Marine
- ☐ 130 Miller Act
- ☐ 140 Negotiable Instrument
- ☐ 150 Recovery of Overpayment & Enforcement of Judgment
- ☐ 151 Medicare Act
- ☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans)
- ☐ 153 Recovery of Overpayment of Veteran's Benefits
- ☐ 160 Stockholders' Suits
- ☒ 190 Other Contract
- ☐ 195 Contract Product Liability
- ☐ 196 Franchise

REAL PROPERTY
- ☐ 210 Land Condemnation
- ☐ 220 Foreclosure
- ☐ 230 Rent Lease & Ejectment
- ☐ 240 Torts to Land
- ☐ 245 Tort Product Liability
- ☐ 290 All Other Real Property

TORTS

PERSONAL INJURY
- ☐ 310 Airplane
- ☐ 315 Airplane Product Liability
- ☐ 320 Assault, Libel & Slander
- ☐ 330 Federal Employers' Liability
- ☐ 340 Marine
- ☐ 345 Marine Product Liability
- ☐ 350 Motor Vehicle
- ☐ 355 Motor Vehicle Product Liability
- ☐ 360 Other Personal Injury
- ☐ 362 Personal Injury - Medical Malpractice

PERSONAL INJURY
- ☐ 365 Personal Injury - Product Liability
- ☐ 367 Health Care/ Pharmaceutical Personal Injury Product Liability
- ☐ 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY
- ☐ 370 Other Fraud
- ☐ 371 Truth in Lending
- ☐ 380 Other Personal Property Damage
- ☐ 385 Property Damage Product Liability

CIVIL RIGHTS
- ☐ 440 Other Civil Rights
- ☐ 441 Voting
- ☐ 442 Employment
- ☐ 443 Housing/ Accommodations
- ☐ 445 Amer. w/Disabilities - Employment
- ☐ 446 Amer. w/Disabilities - Other
- ☐ 448 Education

PRISONER PETITIONS

Habeas Corpus:
- ☐ 463 Alien Detainee
- ☐ 510 Motions to Vacate Sentence
- ☐ 530 General
- ☐ 535 Death Penalty

Other:
- ☐ 540 Mandamus & Other
- ☐ 550 Civil Rights
- ☐ 555 Prison Condition
- ☐ 560 Civil Detainee - Conditions of Confinement

FORFEITURE/PENALTY
- ☐ 625 Drug Related Seizure of Property 21 USC 881
- ☐ 690 Other

LABOR
- ☐ 710 Fair Labor Standards Act
- ☐ 720 Labor/Management Relations
- ☐ 740 Railway Labor Act
- ☐ 751 Family and Medical Leave Act
- ☐ 790 Other Labor Litigation
- ☐ 791 Employee Retirement Income Security Act

IMMIGRATION
- ☐ 462 Naturalization Application
- ☐ 465 Other Immigration Actions

BANKRUPTCY
- ☐ 422 Appeal 28 USC 158
- ☐ 423 Withdrawal 28 USC 157

INTELLECTUAL PROPERTY RIGHTS
- ☐ 820 Copyrights
- ☐ 830 Patent
- ☐ 835 Patent - Abbreviated New Drug Application
- ☐ 840 Trademark
- ☐ 880 Defend Trade Secrets Act of 2016

SOCIAL SECURITY
- ☐ 861 HIA (1395ff)
- ☐ 862 Black Lung (923)
- ☐ 863 DIWC/DIWW (405(g))
- ☐ 864 SSID Title XVI
- ☐ 865 RSI (405(g))

FEDERAL TAX SUITS
- ☐ 870 Taxes (U.S. Plaintiff or Defendant)
- ☐ 871 IRS—Third Party 26 USC 7609

OTHER STATUTES
- ☐ 375 False Claims Act
- ☐ 376 Qui Tam (31 USC 3729(a))
- ☐ 400 State Reapportionment
- ☐ 410 Antitrust
- ☐ 430 Banks and Banking
- ☐ 450 Commerce
- ☐ 460 Deportation
- ☐ 470 Racketeer Influenced and Corrupt Organizations
- ☐ 480 Consumer Credit (15 USC 1681 or 1692)
- ☐ 485 Telephone Consumer Protection Act
- ☐ 490 Cable/Sat TV
- ☐ 850 Securities/Commodities/ Exchange
- ☐ 890 Other Statutory Actions
- ☐ 891 Agricultural Acts
- ☐ 893 Environmental Matters
- ☐ 895 Freedom of Information Act
- ☐ 896 Arbitration
- ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision
- ☐ 950 Constitutionality of State Statutes

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

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

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing ***(Do not cite jurisdictional statutes unless diversity)***:
28 U.S.C. § 1332(a)

Brief description of cause:
Breach of Contract and Injunctive Relief

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A **CLASS ACTION** UNDER RULE 23, F.R.Cv.P.

DEMAND $

CHECK YES only if demanded in complaint:
JURY DEMAND: ☐ Yes ☒ No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE ______ DOCKET NUMBER ______

DATE 7/20/26

SIGNATURE OF ATTORNEY OF RECORD /s/ J.P. McGuire Boyd, Jr., VSB# 72753

FOR OFFICE USE ONLY

RECEIPT # ______ AMOUNT ______ APPLYING IFP ______ JUDGE ______ MAG. JUDGE ______

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

I.(a) **Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) **County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) **Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

II. **Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below**; NOTE: federal question actions take precedence over diversity cases.**)

III. **Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. **Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: Nature of Suit Code Descriptions.

V. **Origin.** Place an "X" in one of the seven boxes.
Original Proceedings. (1) Cases which originate in the United States district courts.
Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.

VI. **Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.

VII. **Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

VIII. **Related Cases.** This section of the JS 44 is used to reference related cases, if any. If there are related cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.