

[REDACTED]

August 4, 2011

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Re: Mr. Bruce E. Leimbach  
LPL Financial LLC  
[REDACTED]  
[REDACTED]

Gentlemen:

Please be advised that Mr. Leimbach asked me to review your letters and to respond to them. Consider this letter our response.

Your letters must be form letters because they miss the mark in virtually every paragraph. The above party removed no prohibited documents from Edward Jones. Furthermore, he did not contact any of Edward Jones' clients. This is so even though he has every right to do so under the law.

Edward Jones was kind enough to write all of Mr. Leimbach's clients and advise them that he had left the company and provided them with his current address. As a consequence, some of his former clients have contacted him. In the future, if Mr. Leimbach chooses to contact customers who he formerly served at Edward Jones, I have advised that he may do so under any interpretation of the law. The clients do not belong to Edward Jones.

Edward Jones should familiarize themselves with the trade secret laws of Ohio. Something is not a trade secret just because Edward Jones claims it in a contract of adhesion. Customers always have the right to seek out any financial counselor of their choosing.

Your Financial Advisor Employment Agreement suggests that you have a right to be reimbursed for your training expenses. You claim that you are entitled to \$75,000 (as a starting point for your calculations) for training. This falls into the category remarkable or bizarre. Mr. Leimbach could have attended Ohio State University for four years with that sum of money.

[REDACTED]

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It is my understanding that Mr. Leimbach was trained by reviewing material which was placed on the internet for a period of approximately three or four months. He had contact with a Edward Jones employee on each Friday for the sole purpose of answering questions. The training also consisted of attending a three-day lecture four times over the course of his employment. The lectures were provided by company employees.

If you want to explain to the undersigned how you arrived at the figure of \$75,000, it would be a good starting point. It might well be a starting point for a class action. Please provide me with a complete accounting of how the \$75,000 figure is arrived at.

If you file any claim against Mr. Leimbach, you can expect a countersuit. Edward Jones has been well aware of the fact that [REDACTED] and [REDACTED] are rogue partners who have abused anyone who wanted to work out of the [REDACTED]. As partners of Edward Jones, they undercut Mr. Leimbach's ability to carry out his duties as a financial advisor in [REDACTED]. They advised potential clients not to do business with him because he was only going to be in the area for a short period of time. They provided him with a list of names which they claimed he could not contact because the customers belonged to them. The list was false. They did everything possible to prevent him from succeeding. All of this was reported to his superiors at Edward Jones. It is our contention that the hostile work environment created by [REDACTED] and [REDACTED] resulted in the constructive termination of my client. Notwithstanding this constant abuse, he was able to provide excellent services for his employer.

In summary, your claim for training expenses is farcical. Your allegation that he violated Edward Jones' trade secrets is without foundation. Your attempt to prevent his former clients from contacting him violates Ohio antitrust laws and constitutes a restraint of trade.

Very truly yours,

[REDACTED]  
[REDACTED]  
[REDACTED]  
By: [REDACTED]  
[REDACTED]

WPM:gn