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18 **UNITED STATES DISTRICT COURT**  
19 **EASTERN DISTRICT OF CALIFORNIA**  
20 **SACRAMENTO DIVISION**

21 FIDELITY BROKERAGE SERVICES LLC, )  
22 a limited liability company, )  
23 Plaintiff, )  
24 v. )  
25 ERIC SAVELL, an individual, )  
26 Defendant. )  
27 )  
28 )

CASE NO. 2:12-cv-01608-MCE-CKD  
**STIPULATION AND TEMPORARY  
RESTRAINING ORDER**  
**Date: June 18, 2012**  
**Time: 3:00pm**

1 Plaintiff Fidelity Brokerage Services, LLC's ("Fidelity"), through its counsel, M. Taylor  
2 Florence, and Defendant Eric Savell ("Savell"), through his counsel of record, Jeffrey K. Compton  
3 hereby agree and stipulate as follows:

4 WHEREAS, on June 14, 2012 the Plaintiff Fidelity Brokerage Services, LLC'S ("Fidelity")  
5 filed a Complaint and Ex Parte Application for a Temporary Restraining Order (Without Security)  
6 and Order to Show Cause Re: Preliminary Injunction ("TRO") in the above captioned court against  
7 Defendant Eric Savell ("Savell"), said application being set for hearing on June 19, 2012 ; and

8 WHEREAS, Fidelity and Savell have agreed, without Savell admitting any wrongdoing, and  
9 without the parties waiving any claim, argument or defense which could be raised at arbitration, to  
10 the entry of a temporary restraining order, as follows:

11 IT IS HEREBY STIPULATED AND AGREED THAT:

- 12 A. Savell is enjoined from committing, either directly or indirectly, and whether acting  
13 alone or in concert with others, pending arbitration before FINRA, or until further  
14 order of this Court, the following acts:
- 15 (i) soliciting, whether directly or indirectly, and whether alone or in concert with  
16 others, any business from any Fidelity customer whom Savell served or whose  
17 name became known to Savell while in the employ of Fidelity, including,  
18 without limitation, all customers Savell learned of through his employment  
19 with Fidelity;
  - 20 (ii) using, disclosing, transmitting and continuing possess for any purpose,  
21 including solicitation of customers, the information contained in the records of  
22 Fidelity, including, but not limited to, the names, addresses, telephone  
23 numbers, email addresses and confidential financial information of the  
24 customers Savell learned of through his employment with Fidelity.

25 IT IS ALSO HEREBY AGREED THAT:

- 26 (iii) Savell, and anyone acting in concert with him, including any agent, employee,  
27 officer or representative of Savell's new employer, shall return to Fidelity any  
28 and all records, documents and/or information pertaining to Fidelity  
customers, whether in electronic, handwritten or any other form, if any, within  
five (5) days of entry of this order, including any and all copies. This  
requirement includes all records or documents, in any form, created by Savell,  
or anyone acting in concert with them, from documents or information  
received or removed from Fidelity by Savell; and
- (iv) Savell shall file a sworn declaration attesting that he has returned to Fidelity  
all such information in any form subject to this Court's Order within seven (7)  
days from the entry of this Court's Order OR alternatively, within the same  
time period, Savell shall file a sworn declaration that, as of June 14, 2012, he  
did not have in his possession any Fidelity customer information including

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names, addresses, telephone numbers, email addresses or other information concerning Fidelity customers Savell learned of through his employment at Fidelity, in document, handwritten, electronic or any other format. To the extent the format of some information is electronic, Savell shall delete that information and, prior to deleting, Savell, through counsel, shall provide a copy of all information he is deleting to Fidelity's outside counsel and such information shall not be disclosed to anyone other than counsel for Fidelity. The declaration shall attest that, in accordance with this paragraph, all such information has been deleted from all sources and that copies of all such information has been provided.

- (v) The requirements set forth in (iii) and (iv) exclude existing Linsco Private Ledger (LPL) customers; and
  - (vi) To the extent that any correspondence is required to be kept by LPL to comply with FINRA or SEC "books and records" regulatory requirements, any future access to such records, addresses, telephone numbers, email addresses shall be restricted solely to compliance department staff or legal counsel and shall not be used by Savell or LPL for any direct or indirect solicitation of any kind.
- B. Pursuant to sections 3 and 4 of the Federal Arbitration Act, 9 U.S.C. §§3-4, the parties are directed to proceed to arbitration pursuant to the FINRA Code of Arbitration Procedure; and
- C. This Order shall remain in full force and effect until further order by the FINRA arbitration panel.

IT IS SO STIPULATED

Dated: June 18, 2012

LOCKE LORD LLP

*/s/ M. Taylor Florence*

By: \_\_\_\_\_

M. Taylor Florence

Attorney for Plaintiff

FIDELITY BROKERAGE SERVICES LLC

Dated: June 18, 2012

MARKUN ZUSMAN & COMPTON LLP

*/s/ Jeffrey K. Compton*

By: \_\_\_\_\_


Jeffrey K. Compton

Attorney for Defendant

ERIC SAVELL

IT IS SO ORDERED.

Dated: June 19, 2012

  
\_\_\_\_\_  
MORRISON C. ENGLAND, JR  
UNITED STATES DISTRICT JUDGE