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# FILED

MAR 23 2017

CLERK, U.S. DISTRICT COURT  
 EASTERN DISTRICT OF CALIFORNIA  
 BY                       
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10 Attorneys for Plaintiff  
 11 FIDELITY BROKERAGE SERVICES LLC

12 **UNITED STATES DISTRICT COURT**  
 13 **EASTERN DISTRICT OF CALIFORNIA**  
 14 **SACRAMENTO DIVISION**

15  
 16 FIDELITY BROKERAGE  
 17 SERVICES LLC,

18 Plaintiff,

19 v.

20  
 21 JOHN NORDSTROM; and  
 22 INNOVATION WEALTH  
 23 MANAGEMENT,

24 Defendants.

CASE NO. 2:17-CV-00594-JAM-KJN

Hon. Judge John A. Mendez

**STIPULATED PROTECTIVE  
 ORDER**

**Locke Lord LLP**  
 300 South Grand Avenue, Suite 2600  
 Los Angeles, CA 90071

1 Plaintiff Fidelity Brokerage Services LLC ("Fidelity") and Defendants John  
2 Nordstrom ("Nordstrom") and Innovation Wealth Management ("IWM")  
3  
4 (collectively with Nordstrom, "Defendants") hereby stipulate and agree that  
5 documents produced in discovery, documents utilized as exhibits and testimony  
6 provided in this case will be handled as follows:

7  
8 1. Disclosure and Use of Confidential Material and Information

- 9 A. All information, documents, exhibits, and other materials produced or  
10 utilized as exhibits by Fidelity, Defendants, or any other person or entity  
11 in the above-captioned case, or testimony given at a deposition or  
12 hearing in this case, that is designated by the producing or testifying  
13 party to be "Confidential," "Produced Pursuant to Confidentiality  
14 Agreement," or the like ("Confidential Material and Information") shall  
15 be governed by the provisions of this Agreement. Information derived  
16 from Confidential Material and Information shall also be governed by  
17 this Agreement, and be deemed to be Confidential Material and  
18 Information as well.
- 19 B. All Confidential Material and Information shall be used solely for  
20 purposes of the prosecution or defense of the above-captioned case,  
21 including post-hearing motions and appeals.
- 22 C. A receiving party may disclose Confidential Material and Information  
23 only to: (a) counsel of record for the parties and employees of such  
24 counsel; (b) Nordstrom and any other key employees of IWM, to the  
25 extent there are any; (c) any nonparty expert retained in writing to testify  
26 or provide opinions (to the extent necessary to perform the assigned  
27 task); (d) the court in the above-captioned Action and its staff; (e) the  
28 Panel in this arbitration; (f) court reporters, if any, who are permitted to

transcribe tapes or make a transcript of proceedings; and, (g) directors, officers, and employees of Fidelity or IWM who have a need to access such Confidential Material and Information for the above-captioned case.

- D. If a receiving party wishes to file Confidential Material and Information with this Court (including but not limited to as exhibits to case pleadings), the party must seek leave to make such a filing under seal.
- E. The parties may apply to the Court, depending on the portion of this proceeding in which they are produced or used as exhibits or testimony, for relief from the designation of documents or information on reasonable notice for good cause shown.
- F. The inadvertent failure to designate material as "Confidential" or the like shall not be deemed a waiver of any claim of confidentiality as to such matter, and the same thereafter may be corrected by supplemental written notice. It shall not be deemed a violation of this Agreement to have disclosed information not designated as Confidential that is subsequently so designated if disclosure was made prior to such designation.

2. Third-Party Requests

- A. If, pursuant to legal process (*i.e.*, subpoena, panel or court order, etc.), a party receives a request to disclose Confidential Material and Information, the receiving party shall notify the producing party by overnight courier and fax or email that it has received legal process. The receiving party shall not disclose such Confidential Material and Information prior to the return date (thereby giving the producing party an opportunity to challenge such process).
- B. The parties stipulate that any document or information containing what a party in good faith believes contain trade secrets, personal employment,

1 financial or investment information, financial information (including  
2 revenues, costs, expenditures, compensation and profits), or details of  
3 business relationships, the identity of customers and/or customer  
4 contact, financial or investment information may be designated as  
5 "Confidential".

6 C. By entering into this Agreement, no party shall be deemed to have  
7 agreed with or to any "confidential" designation.

8 3. Return of Confidential Material and Information

9 Except to the extent a receiving party obtains the written permission of a  
10 producing party, or an Order dissolving or modifying this Agreement, this Agreement  
11 shall continue to be binding after the above-captioned case ends. In addition, upon  
12 written request by the producing party at the conclusion of this case, the receiving  
13 parties will return to the producing party (or the designating party, in the case of  
14 transcribed testimony) all originals and copies of Confidential Material and  
15 Information within thirty (30) days after such request is made. Counsel for the  
16 receiving party shall be entitled to retain copies of papers submitted to the Court  
17 referring to Confidential Information, but such papers shall be used solely for the  
18 purpose of preserving a file on this case and shall not be disclosed to any other  
19 person. In the case of transcribed testimony, each party's attorneys of record may  
20 maintain one copy of transcribed testimony that has been designated as Confidential,  
21 but the parties shall otherwise return all copies of such transcribed testimony. If the  
22 parties so stipulate, the material may be destroyed instead of being returned.

23  
24 FIDELITY BROKERAGE  
25 SERVICES LLC

JOHN NORDSTROM AND  
INNOVATION WEALTH  
MANAGEMENT

26  
27 /s/ Nina Huerta  
Nina Huerta (SBN 229070)  
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/s/ Valerie Collanton  
Dylan W. Wiseman  
Valerie Collanton

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6  
7  
8 **SO ORDERED THIS 23<sup>rd</sup> DAY OF MARCH, 2017.**

9 *By signing this Order the Court is not indicating that it will  
10 automatically seal any Confidential Material and Information that  
11 is filed on the docket in this case.*

*John A. Mendez*  
John A. Mendez

United States District Court Judge