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 15 UNITED STATES DISTRICT COURT
 16 NORTHERN DISTRICT OF CALIFORNIA
 17 OAKLAND DIVISION
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19 REBECCA KHAZAL,
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 21 Plaintiff,
 22 v.
 23 JPMORGAN CHASE BANK, N.A., and DOES 1
 through 25, inclusive,
 24 Defendants.

Case No. 4:13-CV-04076 PJH
**STIPULATED REQUEST AND
 [PROPOSED] ORDER FOR THE COURT
 TO FILL IN MISSING TERMS IN LONG-
 FORM SETTLEMENT AGREEMENT
 AS MODIFIED BY THE COURT**

1 Pursuant to Civil Local Rules 6-1(b), 6-2, and 7-12, Plaintiff Rebecca Khazal (“Khazal”) and
2 Defendant JPMorgan Chase Bank, N.A. (“JPMorgan”) hereby stipulate and jointly request the Court to
3 fill in the remaining terms of the long-form settlement agreement and to dismiss this case with prejudice.

4 On November 16, 2015, the Court heard argument on JPMorgan’s motion to enforce the short-
5 form settlement agreement signed by the parties during mediation. At that hearing, the Court granted
6 JPMorgan’s motion and gave the parties three options to resolve the remaining disputed terms: (1) the
7 Court would fill in the terms, (2) the parties would continue to negotiate the remaining terms, or (3) the
8 terms would be stricken. (See Dkt. Nos. 56 and 58.) The parties opted to continue negotiating
9 themselves; the Court gave the parties until December 16, 2015 to agree to terms and submit a stipulated
10 dismissal. (Dkt. No. 56.)

11 The parties have continued negotiating and have resolved two of the three open terms: the
12 liquidated damages clause and the clause discussing JPMorgan’s response to inquiries from potential
13 future employers of Khazal. The parties have narrowed, but have not yet resolved, their differences
14 regarding the confidentiality clause. See Declaration of Jason M. Allen (“Allen Decl.”), ¶¶ 3-4 & Ex. A
15 (current draft of the long-form settlement agreement).

16 JPMorgan seeks to ensure that the nature and terms of this action and the settlement remain
17 confidential, to the extent possible. *Id.* ¶ 4. Khazal agrees to keep those terms confidential; however, if
18 called as a witness in another plaintiff’s action against JPMorgan, Khazal wants to ensure that she can
19 comply with her legal obligations as a witness without running afoul of the long-form settlement
20 agreement. *Id.* ¶ 4.

21 On that point, the parties agree in principle but have not come to agreement on the particular
22 language for this clause. See *id.* Attempting to address this issue, JPMorgan has added to the
23 confidentiality provision language stating that her obligation to keep the terms of this settlement and
24 issues related to this lawsuit confidential is limited to the extent Khazal is “required to [provide such
25 information] by law.” *Id.* ¶ 5 & Ex. A § 5(g). The agreement also includes language stating that, (1) if
26 “required by law or requested by any third party” to provide information regarding her employment with
27 JPMorgan, she must notify JPMorgan, and (2) long-form settlement agreement will not prevent Khazal
28 from “assisting or testifying in an investigation by Congress or any regulatory agency, law enforcement

1 agency, or self-regulatory organization (“SRO”).” Id. ¶ 5 & Ex. A §§ 5(g) & 6(d), (e). Khazal has not
2 suggested alternative language that she would consider satisfactory. Id. ¶ 6.

3 Accordingly, the parties respectfully request the Court proceed as follows:

4 (1) Adopt each and every term in the long-form agreement as included in the draft
5 agreement, attached as Exhibit A to the Allen Decl., except for the confidentiality provision which
6 remains at issue; and,

7 (2) Revise the confidentiality provision in Exhibit B to clarify that Khazal will not face
8 liability under the long-form agreement for providing testimony or information as required by law (for
9 example, in response to a subpoena), so long as she complies with the notice provision and related terms
10 of the long-form agreement.

11 (3) Provide the final Agreement with instructions for execution of the same within fourteen
12 (14) days of the Court’s order, and with instructions that Khazal will forego her right to the agreed upon
13 settlement sum if she fails to execute the long-form agreement within fourteen (14) days as ordered by
14 the Court.

15 The parties further request that the Court dismiss this action **with prejudice**, with each party to
16 bear their own fees and costs.

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DATED: December 14, 2015

Respectfully submitted,
SEYFARTH SHAW LLP

By: /s/ Jason M. Allen

Laura Maechtlen
Emily E. Barker
Jason M. Allen

Attorneys for Defendant
JPMORGAN CHASE BANK, N.A.

DATED: December 14, 2015

LAW OFFICE OF ARKADY ITKIN

By: /s/ Arkady Itkin

Arkady Itkin

Attorney for Plaintiff
REBECCA KHAZAL

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ATTESTATION PURSUANT TO LOCAL RULE 5-1(i)(3)

I, Jason M. Allen, attest that concurrence in the filing of this stipulated request, has been obtained from the signatory, Arkady Itkin, counsel for Plaintiff Rebecca Khazal.

DATED: December 14, 2015

Respectfully submitted,

SEYFARTH SHAW LLP

By: /s/ Jason M. Allen

Laura Maechtlen

Emily E. Barker

Jason M. Allen

Attorneys for Defendant
JPMORGAN CHASE BANK, N.A.

1 **[PROPOSED] ORDER**

2 Based on the Parties' stipulation and good cause appearing, the Court completes the terms of the
3 long-form settlement agreement and orders as follows:

4 (1) All terms of the long-form agreement submitted with the parties' stipulated request are
5 incorporated as included in that draft agreement.

6 (2) The Court clarifies that Plaintiff Khazal will not face liability under the long-form agreement
7 for providing testimony or information as required by law, ^{court order, or subpoena} ~~(for example, in response to a subpoena)~~, so
8 long as she complies with the notice provision and related terms of the long-form agreement.

9 (3) The parties are hereby ordered to execute the long-form settlement agreement within fourteen
10 (14) days of this order. Should Plaintiff fail to execute that agreement within fourteen days, Defendant
11 will not be required to tender payment under the settlement agreement.

12 The Court further orders this action **dismissed in its entirety, with prejudice**, and with no award
13 of counsel fees or costs to either side.

14 **IT IS SO ORDERED.**

15
16 DATED: 12/16/15



17 The Honorable Phyllis J. Hamilton
18 United States District Judge

19 The settlement agreement shall be modified as indicated above. Upon modification of the execution
20 of the amended settlement agreement, by December 30, 2015, the case will be dismissed with prejudice.
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