

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MISSOURI

MARK FAUGHN, TERRIE FAUGHN,
MARVIN L. GLASS, CAROLYN S. GLASS,
THOMAS MCINTYRE, DEBORAH
MCINTYRE and ROGER SPARKS,

Plaintiffs,

v.

JPMORGAN CHASE BANK, N.A.,

Defendant.

Civil Action No. 4:14-cv-245

JOINT STIPULATION AND [PROPOSED] ORDER

JPMorgan Chase Bank, N.A. ("Chase") is a defendant in the above captioned litigation and is also a defendant in a related case entitled *Hollis et al. v. JPMorgan Chase Bank, N.A.*, 1:12-CV-10544-JGD, pending in the United States District Court for the District of Massachusetts ("*Hollis* litigation"). Certain filings and orders in the *Hollis* litigation have been and are expected to continue to be made under seal and certain filings and orders in this litigation have been and are expected to continue to be made under seal. As the parties in this litigation and in the *Hollis* litigation wish to establish a procedure by which sealed filings and orders in one case can be shared with the court and parties in the other case, it is hereby stipulated as follows:

1. Access to Prior Sealed *Hollis* Materials: The Plaintiffs in this matter ("*Faughn* Plaintiffs") may obtain from Plaintiffs in the *Hollis* litigation ("*Hollis* Plaintiffs") any sealed materials previously filed in the *Hollis* litigation.
2. Access to Future Sealed *Hollis* Materials: After the entry of this Stipulation, the *Faughn* Plaintiffs will be provided a service copy of all sealed filings made in the *Hollis*

litigation. The party making the sealed filing in the *Hollis* matter will be responsible for serving *Faughn* counsel. The *Faughn* Plaintiffs will also be provided copies of all sealed orders from the *Hollis* Court by the *Hollis* Plaintiffs.

3. Stipulation in the *Hollis* Litigation: Chase will request that the *Hollis* Court enter a similar stipulation in the *Hollis* litigation (“*Hollis* Stipulation”) governing the use and filing of sealed *Faughn* materials in that matter.

4. Filing in this Court Sealed *Hollis* Materials: The *Faughn* Plaintiffs and Chase will be permitted to file with this Court any sealed materials from the *Hollis* litigation they deem relevant to matters presented to this Court, provided that: (1) the document will be filed under seal with this Court; and (2) the document will bear the following legend: THIS DOCUMENT HAS BEEN FILED UNDER SEAL IN HOLLIS V. JPMORGAN CHASE BANK, N.A., CIVIL ACTION NO. 1:12-CV-10544-JGD (D. MASS.) PURSUANT TO A BLANKET CONFIDENTIALITY ORDER ENTERED FOR CONVENIENCE. THERE HAS BEEN NO EXPRESS FINDING BY THE MASSACHUSETTS COURT THAT THIS SPECIFIC DOCUMENT SHOULD BE CONSIDERED CONFIDENTIAL

5. Sharing of Sealed Materials With Certain Courts: The parties agree that any sealed material from the *Faughn* matter that the parties deem relevant may be filed in *SEC v. Millennium*, Civ. Act. No. 7:09-cv-00050, pending in the United States District Court for the Northern District of Texas provided that: (1) the document will be filed under seal with that court; and (2) the document will bear the following legend: THIS DOCUMENT HAS BEEN FILED UNDER SEAL IN FAUGHN V. JPMORGAN CHASE BANK, N.A., CIVIL ACTION NO. 4:14-CV-245 (W.D. MO.)

6. Sharing Sealed Materials With Certain Agencies: The parties agree that any sealed materials from the *Hollis* or *Faughn* matters can be shared with appropriate personnel at the United States Attorney's Office, the Securities and Exchange Commission, the Office of the Comptroller of the Currency and the Financial Crimes Enforcement Network. In so doing, the party providing sealed materials to any of these agencies shall also provide a copy of this Stipulation and the *Hollis* Stipulation such that the receiving party is aware of the sealed nature of the materials and agrees to maintain the materials under seal. The receiving party will execute an agreement in the form attached as Exhibit A hereto signifying his/her agreement to keep such materials confidential.

7. Sharing Sealed Materials with Others: Sealed materials from the *Hollis* matter may, in addition to being shared with this Court and its personnel, only be provided to counsel for the *Faughn* Plaintiffs and those employed by that counsel to assist with its representation (i.e., assistants, paralegals, experts) provided that those individuals are informed of the sealed nature of the materials and agree not to disseminate the sealed materials further. Any person not directly employed by counsel for *Faughn* Plaintiffs will also execute the attached Exhibit A signifying his/her agreement to keep such materials confidential.

8. Change in Status of Sealed Material: If the *Hollis* court subsequently determines that any previous filing or order originally made under seal in that court should no longer remain under seal, that document will not automatically be made public in the *Faughn* matter. Rather, any party who wishes to pursue the sealed treatment of the document shall have seven (7) business days to file a request with this Court that the document remain under seal. Until this Court rules that the document should be made public in this matter, it will remain under seal and continue to be treated as confidential.

9. Protection of Sealed Materials: The parties agree to use their best efforts to ensure that sealed materials are only disclosed in accordance with this Stipulation. Should a party learn that any sealed material has been disclosed in violation of this Stipulation or in violation of the *Hollis* Stipulation, that party will immediately inform the other party and this Court of the improper disclosure. The party responsible for the improper disclosure agrees to take all reasonable and appropriate efforts to assist in clawing back any improperly disclosed document, and to take or assist with any future action necessary to recover the document and/or protect its confidential nature.

10. Return or Destruction of Sealed Materials: Within thirty (30) days from the date of the expiration of any appeal rights or within thirty (30) days from the date of entry of judgment from a court of last resort, all sealed materials shall be destroyed or returned to the party whose confidential information is contained within the sealed material. Counsel shall certify under oath that either all sealed materials have been destroyed or that all sealed materials have been returned to the other party.

Date: November 13, 2014

Respectfully submitted,

SPENCER FANE BRITT & BROWNE LLP

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- And -

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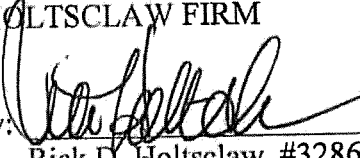
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ATTORNEY FOR PLAINTIFFS

SO ORDERED:

Honorable Brian C. Wimes

CERTIFICATE OF SERVICE

I hereby certify that the foregoing document was filed under utilizing the CM/ECF system which generated a notice to all counsel of record. I further certify that a pdf copy of this filing was also sent via email to all counsel of record.

Dated: November 13, 2014

/s/Gardiner B. Davis
Attorney for Defendant
JPMorgan Chase Bank. N.A.

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MISSOURI

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**AGREEMENT TO BE BOUND BY JOINT STIPULATION
AND ORDER REGARDING SEALED MATERIALS**

I have read the Joint Stipulation and Order Regarding Sealed Materials (the "Stipulation") in the above-captioned action. I understand its terms and agree to be fully bound by them, and I hereby submit to the jurisdiction of the United States District Court for the Western District of Missouri for purposes of enforcement of the Stipulation. I further agree not to disclose or use any Sealed Material for purposes other than those permitted under the Stipulation.

Signature

Name

Affiliation

Title

Date