

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

J.P. MORGAN SECURITIES LLC,	)	
	)	CIVIL ACTION NO. 1-25-cv-13522
Plaintiff,	)	
	)	Honorable Thomas M. Durkin
-against-	)	
	)	
MATTHEW R. MADERA,	)	
	)	
Defendant.	)	

STIPULATED ORDER

IT IS HEREBY STIPULATED AND AGREED by and between the undersigned attorneys of record for Plaintiff J.P. Morgan Securities LLC (“JPMorgan” or “Plaintiff”) and Defendant Matthew R. Madera (“Defendant”) as follows:

1. Defendant acknowledges having signed two Non-Solicitation Agreements, which are referenced in Paragraphs 25 and 26 of Plaintiff’s Complaint (ECF 1).
2. Defendant agrees that (a) until the sooner of (i) the arbitrators issue a decision following a final hearing on the merits in the FINRA Dispute Resolution proceeding commenced by Plaintiff (as alleged in Paragraph 1 of Plaintiff’s Complaint), (ii) the end of the restricted period set forth in Sections 8 and 9 of the Non-Solicitation Agreements, or (iii) any other agreement that is reached between the parties, he shall continue to abide by the restrictions in Sections 8 and 9 of the Non-Solicitation Agreements; and (b) he shall continue to abide by the confidentiality obligations in Section 7 of the Non-Solicitation Agreements.
3. For the avoidance of doubt, nothing in this Stipulated Order shall prohibit Defendant from processing account transfer requests or doing business with JPMorgan clients after their accounts transfer to him at LPL Financial LLC and/or Genesis Wealth.

4. Plaintiff and Defendant further stipulate that the parties waive their right to a preliminary injunction hearing, and that this Court need take no action on Plaintiff's request for a temporary restraining order, preliminary injunction, or for expedited discovery (other than "So Ordering" this Stipulated Order).

5. Plaintiff and Defendant further stipulate that by entering into this Stipulated Order, and by consenting to this Stipulated Order being "So Ordered" by the Court, Defendant does not agree to or admit any liability or acknowledge any wrongdoing, nor shall entering into such Stipulated Order be deemed to be an admission of any liability or acknowledgement of any wrongdoing by any party. Plaintiff and Defendant further stipulate that the Court, by "So Ordering" this Stipulated Order, does not make any findings of fact or any determination as to liability, and further it is not making any findings as to whether Defendant violated any agreement with or obligation to Plaintiff.

6. This Stipulated Order is without prejudice to the rights, remedies, claims, counterclaims, or defenses of any party hereto, and no party hereto shall argue in the FINRA arbitration that this Stipulated Order precludes the making of any substantive argument in the FINRA arbitration.

7. This Stipulated Order shall not prevent the FINRA arbitration panel from issuing any order on the appropriateness of permanent injunctive relief after a hearing on the merits or by agreement of the parties.

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SO ORDERED



Hon. THOMAS M. DURKIN
United States District Judge

DATED this 6th day of November, 2025.

STIPULATED AND AGREED TO ON BEHALF OF THE PARTIES

COZEN O'CONNOR

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