

1 Youssef H. Hammoud (SBN: 321934)  
 2 **THE CREDIT ATTORNEY, INC.**  
 3 601 N. Parkcenter Dr., Suite 202  
 4 Santa Ana, CA 92705  
 5 T: (949) 301-9692  
 6 F: (949) 301-9693  
 7 E: [yhammoud@thecreditattorney.com](mailto:yhammoud@thecreditattorney.com)

8 *Attorneys for Plaintiff,*  
 9 *David Macias*

10 **UNITED STATES DISTRICT COURT**  
 11 **CENTRAL DISTRICT OF CALIFORNIA**

12 DAVID MACIAS,,  
 13

Case No. 8:24-cv-01496-DOC-DFM

14 Plaintiff,

**STIPULATED AND ~~PROPOSED~~  
 PROTECTIVE ORDER**

15 v.

16 HUNT & HENRIQUES, LLP; and CITI  
 17 BANK, N.A.  
 18 Defendants.

19  
 20  
 21 **1. PURPOSES AND LIMITATIONS**

22 Discovery in this action is likely to involve production of confidential, proprietary  
 23 or private information for which special protection from public disclosure and from  
 24 use for any purpose other than pursuing this litigation may be warranted.  
 25 Accordingly, the parties hereby stipulate to and petition the Court to enter the  
 26 following Stipulated Protective Order. The parties acknowledge that this Order  
 27 does not confer blanket protections on all disclosures or responses to discovery and  
 28

1 that the protection it affords from public disclosure and use extends only to the  
2 limited information or items that are entitled to confidential treatment under the  
3 applicable legal principles. The parties further acknowledge, as set forth in Section  
4 14.3, below, that this Stipulated Protective Order does not entitle them to file  
5 confidential information under seal; Civil Local Rule 79-5 sets forth the  
6 procedures that must be followed and the standards that will be applied when a  
7 party seeks permission from the court to file material under seal.  
8

9  
10 2. GOOD CAUSE STATEMENT

11 This action is likely to involve trade secrets, customer and pricing lists and other  
12 valuable research, development, commercial, financial, technical and/or  
13 proprietary information for which special protection from public disclosure and  
14 from use for any purpose other than prosecution of this action is warranted. Such  
15 confidential and proprietary materials and information consist of, among other  
16 things, confidential business or financial information, information regarding  
17 confidential business practices, or other confidential research, development, or  
18 commercial information (including information implicating privacy rights of third  
19 parties), information otherwise generally unavailable to the public, or which may  
20 be privileged or otherwise protected from disclosure under state or federal statutes,  
21 court rules, case decisions, or common law. Accordingly, to expedite the flow of  
22 information, to facilitate the prompt resolution of disputes over confidentiality of  
23 discovery materials, to adequately protect information the parties are entitled to  
24 keep confidential, to ensure that the parties are permitted reasonable necessary uses  
25 of such material in preparation for and in the conduct of trial, to address their  
26 handling at the end of the litigation, and serve the ends of justice, a protective order  
27 for such information is justified in this matter. It is the intent of the parties that  
28

1 information will not be designated as confidential for tactical reasons and that  
2 nothing be so designated without a good faith belief that it has been maintained in  
3 a confidential, non-public manner, and there is good cause why it should not be  
4 part of the public record of this case.

5       3.     DEFINITIONS

6       3.1    Action: *David Macias v. Hunt and Henriques, LLP, and Citi Bank,*  
7 *N.A. Civil Action No. 8;24-cv-01496-DOC-DFM*

8       3.2    Challenging Party: a Party or Non-Party that challenges the  
9 designation of information or items under this Order.

10       3.3    “CONFIDENTIAL” Information or Items: information (regardless of  
11 how it is generated, stored or maintained) or tangible things that qualify for  
12 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
13 the Good Cause Statement.

14       3.4    Counsel: Outside Counsel of Record and House Counsel (as well as  
15 their support staff).

16       3.5    Designating Party: a Party or Non-Party that designates information  
17 or items that it produces in disclosures or in responses to discovery as  
18 “CONFIDENTIAL.”

19       3.6    Disclosure or Discovery Material: all items or information, regardless  
20 of the medium or manner in which it is generated, stored, or maintained (including,  
21 among other things, testimony, transcripts, and tangible things), that are produced  
22 or generated in disclosures or responses to discovery.

23       3.7    Expert: a person with specialized knowledge or experience in a matter  
24 pertinent to the litigation who has been retained by a Party or its counsel to serve  
25 as an expert witness or as a consultant in this Action.  
26  
27  
28



1 compilations of Protected Material; and (3) any testimony, conversations, or  
2 presentations by Parties or their Counsel that might reveal Protected Material.

3 Any use of Protected Material at trial shall be governed by the orders of the  
4 trial judge and other applicable authorities. This Order does not govern the use of  
5 Protected Material at trial.

6 5. DURATION

7 Even after final disposition of this litigation, the confidentiality obligations  
8 imposed by this Order shall remain in effect until a Designating Party agrees  
9 otherwise in writing or a court order otherwise directs. Final disposition shall be  
10 deemed to be the later of (1) dismissal of all claims and defenses in this Action,  
11 with or without prejudice; and (2) final judgment herein after the completion  
12 and exhaustion of all appeals, rehearings, remands, trials, or reviews of this  
13 Action, including the time limits for filing any motions or applications for  
14 extension of time pursuant to applicable law.  
15

16 6. DESIGNATING PROTECTED MATERIAL

17 6.1 Exercise of Restraint and Care in Designating Material for  
18 Protection. Each Party or Non-Party that designates information or items for  
19 protection under this Order must take care to limit any such designation to specific  
20 material that qualifies under the appropriate standards. The Designating Party must  
21 designate for protection only those parts of material, documents, items or oral or  
22 written communications that qualify so that other portions of the material,  
23 documents, items or communications for which protection is not warranted are not  
24 swept unjustifiably within the ambit of this Order.  
25

26 Mass, indiscriminate or routinized designations are prohibited. Designations  
27 that are shown to be clearly unjustified or that have been made for an improper  
28 purpose (e.g., to unnecessarily encumber the case development process or to

1 impose unnecessary expenses and burdens on other parties) may expose the  
2 Designating Party to sanctions.

3 If it comes to a Designating Party's attention that information or items that  
4 it designated for protection do not qualify for protection, that Designating Party  
5 must promptly notify all other Parties that it is withdrawing the inapplicable  
6 designation.

7 6.2 Manner and Timing of Designations. Except as otherwise provided in  
8 this Order, or as otherwise stipulated or ordered, Disclosure of Discovery Material  
9 that qualifies for protection under this Order must be clearly so designated before  
10 the material is disclosed or produced.

11 Designation in conformity with this Order requires:

- 12 (a) for information in documentary form (e.g., paper or electronic  
13 documents, but excluding transcripts of depositions or other pretrial  
14 or trial proceedings), that the Producing Party affix at a minimum, the  
15 legend "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"),  
16 to each page that contains protected material. If only a portion of the  
17 material on a page qualifies for protection, the Producing Party also  
18 must clearly identify the protected portion(s) (e.g., by making  
19 appropriate markings in the margins).  
20

21 A Party or Non-Party that makes original documents available  
22 for inspection need not designate them for protection until after the  
23 inspecting Party has indicated which documents it would like copied  
24 and produced.

25 During the inspection and before the designation, all of the  
26 material made available for inspection shall be deemed  
27 "CONFIDENTIAL." After the inspecting Party has identified the  
28

1 documents it wants copied and produced, the Producing Party must  
2 determine which documents, or portions thereof, qualify for protection  
3 under this Order. Then, before producing the specified documents, the  
4 Producing Party must affix the “CONFIDENTIAL legend” to each  
5 page that contains Protected Material. If only a portion of the material  
6 on a page qualifies for protection, the Producing Party also must  
7 clearly identify the protected portion(s) (e.g., by making appropriate  
8 markings in the margins).

9  
10 (b) for testimony given in depositions that the Designating Party identifies  
11 the Disclosure or Discovery Material on the record, before the close  
12 of the deposition all protected testimony.

13 (c) for information produced in some form other than documentary and  
14 for any other tangible items, that the Producing Party affix in a  
15 prominent place on the exterior of the container or containers in which  
16 the information is stored the legend “CONFIDENTIAL.” If only a  
17 portion or portions of the information warrants protection, the  
18 Producing Party, to the extent practicable, shall identify the protected  
19 portion(s).

20 6.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure  
21 to designate qualified information or items does not, standing alone, waive the  
22 Designating Party’s right to secure protection under this Order for such material.  
23 Upon timely correction of a designation, the Receiving Party must make reasonable  
24 efforts to assure that the material is treated in accordance with the provisions of this  
25 Order.

26 7. CHALLENGING CONFIDENTIALITY DESIGNATIONS

27 7.1. Timing of Challenges. Any Party or Non-Party may challenge a designation  
28

1 of confidentiality at any time that is consistent with the Court’s Scheduling Order.

2 7.2 Meet and Confer. The Challenging Party shall initiate the dispute  
3 resolution process under Local Rule 37-1 et seq.

4 7.3 The burden of persuasion in any such challenge proceeding shall be  
5 on the Designating Party. Frivolous challenges, and those made for an improper  
6 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
7 parties) may expose the Challenging Party to sanctions. Unless the Designating  
8 Party has waived or withdrawn the confidentiality designation, all parties shall  
9 continue to afford the material in question the level of protection to which it is  
10 entitled under the Producing Party’s designation until the Court rules on the  
11 challenge.  
12

13 8. ACCESS TO AND USE OF PROTECTED MATERIAL

14 8.1 Basic Principles. A Receiving Party may use Protected Material that  
15 is disclosed or produced by another Party or by a Non-Party in connection with this  
16 Action only for prosecuting, defending or attempting to settle this Action. Such  
17 Protected Material may be disclosed only to the categories of persons and under  
18 the conditions described in this Order. When the Action has been terminated, a  
19 Receiving Party must comply with the provisions of section 15 below (FINAL  
20 DISPOSITION).

21 Protected Material must be stored and maintained by a Receiving Party at a  
22 location and in a secure manner that ensures that access is limited to the persons  
23 authorized under this Order.

24 8.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
25 otherwise ordered by the court or permitted in writing by the Designating Party, a  
26 Receiving Party may disclose any information or item designated  
27 “CONFIDENTIAL” only to:  
28

- 1 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well  
2 as employees of said Outside Counsel of Record to whom it is  
3 reasonably necessary to disclose the information for this Action;
- 4 (b) the officers, directors, and employees (including House Counsel) of the  
5 Receiving Party to whom disclosure is reasonably necessary for this  
6 Action;
- 7 (c) Experts (as defined in this Order) of the Receiving Party to whom  
8 disclosure is reasonably necessary for this Action and who have signed  
9 the “Acknowledgment and Agreement to Be Bound” (Exhibit A).
- 10 (d) the court and its personnel;
- 11 (e) court reporters and their staff;
- 12 (f) professional jury or trial consultants, mock jurors, and Professional  
13 Vendors to whom disclosure is reasonably necessary for this Action and  
14 who have signed the “Acknowledgment and Agreement to Be Bound”  
15 (Exhibit A);
- 16 (g) the author or recipient of a document containing the information or a  
17 custodian or other person who otherwise possessed or knew the  
18 information;
- 19 (h) during their depositions, witnesses, and attorneys for witnesses, in the  
20 Action to whom disclosure is reasonably necessary provided: (1) the  
21 deposing party requests that the witness sign the form attached as  
22 Exhibit A hereto; and (2) they will not be permitted to keep any  
23 confidential information unless they sign the “Acknowledgment and  
24 Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the  
25 Designating Party or ordered by the court. Pages of transcribed  
26 deposition testimony or exhibits to depositions that reveal Protected  
27  
28

1 Material may be separately bound by the court reporter and may not be  
2 disclosed to anyone except as permitted under this Stipulated Protective  
3 Order; and

- 4 (i) any mediators or settlement officers and their supporting personnel,  
5 mutually agreed upon by any of the parties engaged in settlement  
6 discussions.

7 9. PROTECTED MATERIAL SUBPOENAED OR ORDERED  
8 PRODUCED IN OTHER LITIGATION

9  
10 If a Party is served with a subpoena or a court order issued in other litigation that  
11 compels disclosure of any information or items designated in this Action as  
12 “CONFIDENTIAL,” that Party must:

- 13 (a) promptly notify in writing the Designating Party. Such  
14 notification shall include a copy of the subpoena or court order;  
15 (b) promptly notify in writing the party who caused the subpoena  
16 or order to issue in the other litigation that some or all of the  
17 material covered by the subpoena or order is subject to this  
18 Protective Order. Such notification shall include a copy of this  
19 Stipulated Protective Order; and  
20 (c) cooperate with respect to all reasonable procedures sought to be  
21 pursued by the Designating Party whose Protected Material  
22 may be affected. If the Designating Party timely seeks a  
23 protective order, the Party served with the subpoena or court  
24 order shall not produce any information designated in this  
25 action as “CONFIDENTIAL” before a determination by the  
26 court from which the subpoena or order issued, unless the Party  
27 has obtained the Designating Party’s permission. The  
28

1 Designating Party shall bear the burden and expense of seeking  
2 protection in that court of its confidential material and nothing  
3 in these provisions should be construed as authorizing or  
4 encouraging a Receiving Party in this Action to disobey a  
5 lawful directive from another court.

6 10. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE  
7 PRODUCED IN THIS LITIGATION

8 (a) The terms of this Order are applicable to information produced by a  
9 Non-Party in this Action and designated as "CONFIDENTIAL." Such  
10 information produced by Non-Parties in connection with this litigation  
11 is protected by the remedies and relief provided by this Order. Nothing  
12 in these provisions should be construed as prohibiting a Non-Party  
13 from seeking additional protections.  
14

15 (b) In the event that a Party is required, by a valid discovery request, to  
16 produce a Non-Party's confidential information in its possession, and  
17 the Party is subject to an agreement with the Non-Party not to produce  
18 the Non-Party's confidential information, then the Party shall:

19 (1) promptly notify in writing the Requesting Party and the  
20 Non-Party that some or all of the information requested  
21 is subject to a confidentiality agreement with a Non-  
22 Party;

23 (2) promptly provide the Non-Party with a copy of the  
24 Stipulated Protective Order in this Action, the relevant  
25 discovery request(s), and a reasonably specific  
26 description of the information requested; and  
27  
28

1 (3) make the information requested available for inspection  
2 by the Non-Party, if requested.

3 (c) If the Non-Party fails to seek a protective order from this court within  
4 14 days of receiving the notice and accompanying information, the  
5 Receiving Party may produce the Non-Party's confidential  
6 information responsive to the discovery request. If the Non-Party  
7 timely seeks a protective order, the Receiving Party shall not produce  
8 any information in its possession or control that is subject to the  
9 confidentiality agreement with the Non-Party before a determination  
10 by the court. Absent a court order to the contrary, the Non-Party shall  
11 bear the burden and expense of seeking protection in this court of its  
12 Protected Material.  
13

14 11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

15 If a Receiving Party learns that, by inadvertence or otherwise, it has  
16 disclosed Protected Material to any person or in any circumstance not authorized  
17 under this Stipulated Protective Order, the Receiving Party must immediately (a)  
18 notify in writing the Designating Party of the unauthorized disclosures, (b) use its  
19 best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform  
20 the person or persons to whom unauthorized disclosures were made of all the terms  
21 of this Order, and (d) request such person or persons to execute the  
22 "Acknowledgment an Agreement to Be Bound" attached hereto as Exhibit A.  
23

24 12. INADVERTENT PRODUCTION OF PRIVILEGED OR  
25 OTHERWISE PROTECTED MATERIAL

26 When a Producing Party gives notice to Receiving Parties that certain inadvertently  
27 produced material is subject to a claim of privilege or other protection, the  
28 obligations of the Receiving Parties are those set forth in Federal Rule of Civil

1 Procedure 26(b)(5)(B). This provision is not intended to modify whatever  
2 procedure may be established in an e-discovery order that provides for production  
3 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and  
4 (e), insofar as the parties reach an agreement on the effect of disclosure of a  
5 communication or information covered by the attorney-client privilege or work  
6 product protection, the parties may incorporate their agreement in the stipulated  
7 protective order submitted to the court.

8           13.    MISCELLANEOUS

9           13.1 Right to Further Relief. Nothing in this Order abridges the right of any  
10 person to seek its modification by the Court in the future.

11           13.2 Right to Assert Other Objections. By stipulating to the entry of this  
12 Protective Order, no Party waives any right it otherwise would have to object to  
13 disclosing or producing any information or item on any ground not addressed in  
14 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
15 any ground to use in evidence of any of the material covered by this Protective  
16 Order.

17           14.3 Filing Protected Material. A Party that seeks to file under seal any  
18 Protected Material must comply with Local Civil Rule 79-5. Protected Material  
19 may only be filed under seal pursuant to a court order authorizing the sealing of the  
20 specific Protected Material. If a Party's request to file Protected Material under seal  
21 is denied by the court, then the Receiving Party may file the information in the  
22 public record unless otherwise instructed by the court.

23           14.    FINAL DISPOSITION

24           After the final disposition of this Action, as defined in paragraph 6, within  
25 60 days of a written request by the Designating Party, each Receiving Party must  
26 return all Protected Material to the Producing Party or destroy such material. As  
27  
28

1 used in this subdivision, "all Protected Material" includes all copies, abstracts,  
2 compilations, summaries, and any other format reproducing or capturing any of the  
3 Protected Material. Whether the Protected Material is returned or destroyed, the  
4 Receiving Party must submit a written certification to the Producing Party (and, if  
5 not the same person or entity, to the Designating Party) by the 60-day deadline that  
6 (1) identifies (by category, where appropriate) all the Protected Material that was  
7 returned or destroyed and (2) affirms that the Receiving Party has not retained any  
8 copies, abstracts, compilations, summaries or any other format reproducing or  
9 capturing any of the Protected Material. Notwithstanding this provision, Counsel  
10 are entitled to retain an archival copy of all pleadings, motion papers, trial,  
11 deposition, and hearing transcripts, legal memoranda, correspondence, deposition  
12 and trial exhibits, expert reports, attorney work product, and consultant and expert  
13 work product, even if such materials contain Protected Material. Any such archival  
14 copies that contain or constitute Protected Material remain subject to this Protective  
15 Order as set forth in Section 6 (DURATION).  
16

17 15. VIOLATION

18 Any violation of this Order may be punished by appropriate measures  
19 including, without limitation, contempt proceedings and/or monetary sanctions.  
20

21 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

22 DATED: March 6, 2025

23   
24 \_\_\_\_\_  
25 **Douglas F. McCormick**  
26 UNITED STATES MAGISTRATE  
27 JUDGE  
28

1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2 DATED: February 28, 2025

THE CREDIT ATTORNEY, INC.

3 By: /s/ *Youssef H. Hammoud*

4  
5 Youssef H. Hammoud  
6 *Counsel for Plaintiff*  
7 *David Macias*

8  
9  
10 DATED: February 28, 2025

HUNT & HENRIQUES, LLP

11  
12 By: /s/ *Kurtiss A. Jacobs*

13 Kurtiss A. Jacobs, LL.M.  
14 *Counsel for Defendant*  
15 *Hunt & Henriques, LLP*

**EXHIBIT A**

The undersigned has read and understands the terms of the Agreed Protective/Confidentiality Order effective in this case, *David Macias v. Hunt and Henriques, LLP, and Citi Bank, N.A. Civil Action No. 8;24-cv-01496-DOC-DFM*, which is currently pending in the United States District Court for the Central District of California, Southern Division. The undersigned agrees (i) to abide by the terms of the Agreed Protective/Confidentiality Order; (ii) not to use or divulge, under penalty of law, any documents, materials or other information covered by the Agreed Protective/Confidentiality Order, including Confidential Information, except as permitted by the terms of the Agreed Protective/Confidentiality Order; and (iii) to submit to the jurisdiction of the United States District Court for Central District of California, Southern Division for resolution of any issues arising under the Agreed Protective/Confidentiality Order.

Dated: \_\_\_\_\_ Signed: \_\_\_\_\_

Printed: \_\_\_\_\_