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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

Dr. August F. Wendorff,
individually and as Trustee of the
A. F. Wendorff Family Trust, and
derivatively on behalf of Waco-
Wendorff, LP, a Delaware Limited
Partnership

Plaintiff,

vs.

Mark Alan Kaufman, Kaufman
Properties Inc., MAK Properties
Texas, LLC, a California LLC, fka
Mark Alan Kaufman Properties,
Inc., a California Corporation,
Mark Kaufman Properties
Management Services, LLC, a
California LLC, fka Mark
Kaufman Properties, Inc., a
California Corporation Kaufman
Parkdale Shopping Center, LLC,
an unknown state entity, Waco
PSC, L.P., Waco Wendorff, L.P.,
Waco Parkdale, L.P., Tiara
Parkdale, L.P., Waco Parkdale
Shopping Center, an
unincorporated Co-Tenancy of the
Waco PSC, LP, Waco Wendorff, LP,
Waco Parkdale, LP, Tiara Parkdale,
LP, Mona Kaufman individually
and as trustee of the Mak's
Management Services Profit
Sharing Plan and Trust a business

Case No.: CV 14-7835-GW(SHx)

*[Assigned for all purposes to
Honorable Judge George H. Wu,
Courtroom 10]*

PROTECTIVE ORDER RE SALE
INFORMATION AND
DOCUMENTATION

1 **entity form unknown , and DOES)**
2 **1-5 inclusive,)**

3 **Defendants.)**

4 **Mark Alan Kaufman, Waco PSC,)**
5 **LP, Waco Parkdale, LP, Tiara)**
6 **Parkdale, L.P., Waco Wendorff, LP,)**
7 **and MAK Properties, Texas, LLC)**
8 **Third Party Plaintiffs,)**

9 **vs)**

10 **Dr. August F. Wendorff,)**
11 **Individually and as Trustee of the)**
12 **A.F. Wendorff Family Trust and)**
13 **Paul Sears)**

14 **Third Party Defendants.)**

15 Pursuant to the agreement of the Parties to this action through their
16 counsel set forth in their Joint Status Report of December 9, 2014, the Court
17 issues the following Protective Order, which shall be applicable upon Court
18 approval and govern the monitoring by Plaintiffs' counsel of the underlying
19 purchase and sale of the Parkdale Shopping Center.

- 20 1. In connection with the Purchase and Sale of the Parkdale Shopping Center,
21 the transaction shall be handled by Mark Kaufman, the Manager of the
22 [disputed] General Partner MAK Properties Texas, LLC and their counsel,
23 Paul M. Hittelman, or his designees, in accordance with normal
24 commercial practices, with the agreements of Seller and Purchaser set
25 forth in the final Purchase and Sale Agreement and separate Escrow
26 Instructions, if any. Plaintiff agrees but reserves all claims in connection
27 with the replacement of the General partner. The fully executed Letter of
28 Intent shall, immediately upon Court approval hereof, be provided to
Plaintiffs' attorney. The final version of the Purchase and Sale Agreement,

1 duly executed by all parties thereto, shall be provided to counsel for the
2 Plaintiffs within 24 hours of the final signatures.

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- 4 2. Plaintiff's counsel shall be entitled to communicate directly with the
5 Purchaser's counsel, but not the Purchaser unless at the request of the
6 Purchaser or its counsel (which request shall be immediately
7 communicated upon receipt to Defendants' counsel), in connection with
8 the transaction on an ongoing basis under the following conditions. The
9 initial contact with the Purchaser's counsel shall be made in a joint
10 telephone call among counsel for Plaintiff, Defendants and the Purchaser.
11 Plaintiffs' counsel shall therein be introduced as counsel for a Limited
12 Partner seeking to be kept advised of the progress of the sale and to be
13 provided with all transactional documents and with copies of all
14 communications among counsel for the Seller and Purchaser. After the
15 initial introductory conversation, Plaintiff's counsel may communicate
16 with the Purchaser's counsel to inquire concerning the status of the
17 transaction but shall advise Defendants' counsel of each contact and
18 provide concurrent copies of all written communications, including
19 emails, sent to or received from Defendants' counsel. Plaintiffs' counsel
20 shall not disparage Defendants, nor discuss the merits of the underlying
21 litigation in this matter or the allegations, defenses and the positions taken
22 by any Party herein. If asked, Plaintiffs' counsel shall merely state that the
23 Parties are engaged in a civil dispute, and that Plaintiffs' counsel is
24 prohibited from discussing the merits of this action, the allegations and the
25 defenses and the positions taken by any Party herein. Plaintiffs' counsel
26 shall not discuss the merits of this action, the allegations and the
27 defenses and the positions taken by any Party herein. Plaintiffs' counsel
28 shall not discuss the merits of this action, the allegations and the

1 shall also inform the Purchaser's Counsel of the Plaintiffs' support for the
2 sale and of Plaintiff's agreement to provide the Withdrawal of the Lis
3 Pendens prior to, and its use conditioned upon, the closing of Escrow.
4 Plaintiff's counsel may answer any other questions propounded by the
5 Purchaser's counsel that do not violate the foregoing proscriptions.
6 Plaintiffs' counsel shall be entitled to request of and receive from
7 Purchaser's counsel, copies of all correspondence and other
8 communications related to the Purchase and Sale, including but not
9 limited to all communications with Defendants' counsel and Escrow, all
10 demands and requests made by the Purchaser or Defendant or
11 Defendant's counsel, and copies of all communications and documentation
12 related to the transaction and payment of fees, commissions, or any other
13 type of consideration to any Defendant, directly or indirectly.

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16 3. Plaintiffs' counsel shall be entitled to request of and receive from
17 Defendant's counsel copies of all material received by Seller concerning the
18 Purchaser's business, transactional documents, correspondence and other
19 communications related to the Purchase and Sale, including, but not
20 limited to, all communications with Escrow, all demands and requests
21 made by the Purchaser, by Defendant or Defendant's counsel, and copies
22 of all communications and documentation related to the transaction and
23 payment of fees, commissions, or any other type of consideration to any
24 Defendant, directly or indirectly.

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27 4. All communications and information received in connection here with
28 shall be treated by the Plaintiffs as **CONFIDENTIAL**. All Documents,

1 Information or other materials which are **CONFIDENTIAL** shall be used
2 by the Plaintiffs solely for purposes of the proposed sale and the recipient,
3 be it Counsel or Plaintiff,, shall not disseminate or disclose such
4 information to anyone except to the Parties **absent mutal agreement**
5 **and/or Court Order** to this action. Any request of a non-party for such
6 information shall be referred to Defendants' counsel; disputes shall be
7 resolved by judicial action . Documents or information which are received
8 as **CONFIDENTIAL**, shall not be used for any business or purpose
9 unrelated to the proposed sale unless agreed to in writing by all Parties.

10
11 **5. CONFIDENTIAL INFORMATION, COMMUNICATIONS OR**
12 **MATERIALS, except as otherwise provided above,** may be disclosed and
13 accessible only to the following:
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15 (a) August F. Wendorff, Paul Sears, C. P A. and Mark Kaufman,
16 each of whom, by his signature below, agrees to be bound hereby and to refrain
17 from disseminating any materials or information covered hereby;

18 (b) The attorneys of record and associated attorneys for the Parties
19 to this litigation employees of such attorneys and consultants to such attorneys
20 to whom it is necessary that the material be shown for the purposes of this
21 action, each of whom whall be required as a condition of disclosure to sign a
22 copy hereof thereby agreeing to be bound hereby and to refrain from
23 disseminating any materials covered hereby ;
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25 (c) Such other persons as hereafter may be designated by written
26 agreement of all Parties in this action or by order of the Court; and
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1 (d) If attorneys of record and associated attorneys for a party
2 desire to show, distribute or disclose any **“CONFIDENTIAL”** material to any
3 persons other than those referred to in paragraph (a) through (c) above, such
4 attorneys shall inform the Defendants’ counsel in writing of the identity of the
5 persons to whom they wish to communicate the information, and what
6 information or documents such attorneys desires to disclose. Defendants’
7 counsel will then have fifteen (15) business court days to indicate, by written
8 notice, a good faith objection to such disclosure or communication. If counsel
9 objects within the fifteen (15) business court day period to disclosure to the
10 identified person, disclosure may be made only on such terms as the Court may
11 order.
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15 IT IS SO ORDERED:

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17 Dated: January 12, 2015



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19 GEORGE H. WU, U.S. District Judge
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