

**Subject:** Pitruzzelli & Wilson vs Goldner  
**From:** "Thomas Bishop" <tbishop@novodorlaw.com>  
**Date:** 2/8/2012 6:33 PM  
**To:** <photographics@davidgoldner.com>

**Law Offices of Alan G. Novodor**  
11835 W. Olympic Boulevard, Suite 1125 E  
Los Angeles, CA 90064-5001  
Telephone: (310) 479-9387  
Facsimile: (310) 479-9388  
Email: [novodor@msn.com](mailto:novodor@msn.com)

February 8, 2012

**VIA FACSIMILE, E-MAIL & U.S. MAIL**  
509-692-1751 / [photographics@davidgoldner.com](mailto:photographics@davidgoldner.com)

Mr. David L. Goldner  
1015 East 8<sup>th</sup> Street #A  
Los Angeles, CA 90021-1509

Re: Pitruzzelli and Wilson vs. Goldner  
Los Angeles Superior Court Case No. BC 467 840

Dear Mr. Goldner:

I have reviewed your 5-page letter to this office dated February 3, 2012. In it (on page 4), you appear to offer some form of settlement of the above-referenced action in which your default has been entered.

If you are proposing a stipulated, court-enforceable agreement to take down all of your website's blogs which reference our clients and their business, and to refrain from further referencing them or their business in any publication of any kind going forward in exchange for dismissal of the defamation lawsuit, then our clients would probably agree to dismiss the lawsuit and settle the action, subject to the following terms and conditions:

1. A Settlement Agreement with a mutual non-disparagement clause and Stipulation for Entry of Judgment will be prepared and executed by all parties. We will be required to vacate your default, and you will be required to pay a first appearance fee.

2. The Stipulation for Entry of Judgment will provide the court with the authority enforce an injunction should you fail to remove all references to our clients as agreed, or should you re-post old content or post new content of any kind concerning or relating to or clients or their business anywhere at any time.
3. The action will be dismissed with prejudice, but subject to *CCP 664.6*, reserving jurisdiction of the court to enforce the terms of parties' settlement agreement.

If this type of proposal is not what you had in mind, or if you carry out any of the additional posting and publication conduct threatened by your letter, either alone, or in concert with others, we will prove-up the default judgment, obtain a permanent injunction and impounding order and obtain a monetary award in at least the minimum jurisdictional amount of the Unlimited Civil division of the Los Angeles County Superior Court.

Finally, because this communication deals with settlement issues, it should be viewed as a means to facilitate resolution of the subject matter of the pending action consistent with the principles of *California Evidence Code Section 1152*. In that regard, nothing contained herein should be deemed to be an admission of any fact or a waiver of any rights or remedies which our client may have, all of which are expressly reserved.

Please get back to me so that we will know which way to proceed. If you have any questions regarding the foregoing, please advise.

Very truly yours,

LAW OFFICES OF ALAN G. NOVODOR

ALAN G. NOVODOR

11835 W. Olympic Boulevard

Westside Towers \* Suite 1125 E

Los Angeles, CA 90064-5001

Telephone (310) 479-9387 Fax (310) 479-9388

E-Mail: [novodor@msn.com](mailto:novodor@msn.com)

---

This email, including all attachments and replies thereto, are covered by the Electronic Communications Privacy Act, 18 U.S.C. Sections 2510-2521 and are legally privileged. The information contained in this electronic mail transmission is confidential and intended to be sent only to the stated recipient of the transmission. It may therefore be protected from unauthorized use or dissemination by the attorney-client and/or attorney work-product privileges. If you are not the intended recipient or the intended recipient's agent, you are hereby notified that any review, use, dissemination, distribution or copying of this communication is strictly prohibited. You are also asked to notify us immediately at the above e-mail address, and to delete this transmission with any attachments and destroy all copies in any form. Thank you in advance for your cooperation

---