



FEDERAL ELECTION COMMISSION  
WASHINGTON, D.C. 20463

THIS IS THE BEGINNING OF MUR # 2923

DATE FILMED 6/4/91 CAMERA NO. 1

CAMERAMAN AS

91040843448

October 17, 1989

Office of the General Counsel  
Federal Election Commission  
Washington, D.C. 20463

Re: Complaint made by:  
Spero Criezis  
1207 Trace Drive  
Houston, Texas 77077  
(713)870-9796

Gentlemen:

I am a limited partner in a California limited partnership named The Great Greek, Ltd. This partnership was formerly named Cafe Plat. The general Partner is a corporation named The Great Greek, Inc. It owns 50% of the partnership. I enclose a xerox copy of a stub from the partnership checking account showing check number 5462 dated August 31, 1988. The Check is made out to, " E. Criezis " in the amount of \$5000.00. On the stub it says, " for the Dukakis campaign ".

Mr. Ernest Criezis is the president of the general partner corporation and controls a majority of the voting stock. I am a one-third stockholder in the general partner corporation without voting rights. This check appears on the partnership financial statement for September, 1988 as a deduction in the, " advertising " category. Since the corporation owns 50% of the partnership, it has therefore taken a \$2500.00 deduction which, if all of the above is as it appears, is a violation of the Federal election laws. It would also appear that if this is a campaign deduction, it was made through a subterfuge of doing it indirectly through the name of an individual, E. Criezis. I have no way of knowing if this is, in fact, what it appears to be on the surface and would appreciate an investigation of this matter to clear it up. I do not want to make allegations that are not true.

The address of Mr. Ernest Criezis is: 7942 Mulholland Drive; Los Angeles, Ca. 90046  
The address of the secretary/treasurer is: Mr. Antony Coursaris  
c/o The Great Greek  
13,362 Ventura Boulevard  
Sherman Oaks, Ca. 91423

The address of the partnership is the same as for Mr. Coursaris. .

I SWEAR THAT THE ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

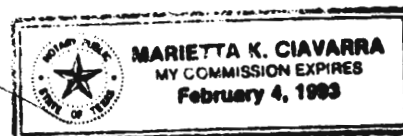
Sincerely,



Spero Criezis

Sworn before me, Marietta K. Ciavarra, Wednesday, October 18th, 1989.

Notary Public



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91040843450

5462 2184572  
 August 31 '88  
 TO E CRIZIS  
 cash deposit 8/30 950.00  
 msa/mc deposit 8/30 1620.32  
 FOR MSA/MC (4th. Pmt. Gd.)  
 5010  
 TOTAL 24416.05  
 THIS CHECK 5.000.00  
 BALANCE 19416.05

5463  
 Aug 31 '88  
 TO Valeriy's family  
 cash deposit 8/31 947.66  
 msa/mc deposit 8/31 1548.82  
 5210  
 Bent Sept  
 TOTAL 21925.4  
 THIS CHECK 2561.17  
 BALANCE 19351.37

5464  
 Aug 31 '88  
 TO Lora's gift - house  
 5110  
 Labor payment  
 TOTAL 751.95  
 THIS CHECK 751.95  
 BALANCE 18599.42

000000

LEGIBILITY TEST: For quality of original document being filmed.

F



FEDERAL ELECTION COMMISSION  
WASHINGTON, D.C. 20463

October 27, 1989

Spero Criezis  
1207 Trace Drive  
Houston, Texas 77077

RE: MUR 2993

Dear Mr. Criezis:

This letter acknowledges receipt on October 23, 1989, of your complaint alleging possible violations of the Federal Election Campaign Act of 1971, as amended ("the Act"). The respondents will be notified of this complaint within five days.

You will be notified as soon as the Federal Election Commission takes final action on your complaint. Should you receive any additional information in this matter, please forward it to the Office of the General Counsel. Such information must be sworn to in the same manner as the original complaint. We have numbered this matter MUR 2993. Please refer to this number in all future correspondence. For your information, we have attached a brief description of the Commission's procedures for handling complaints. If you have any questions, please contact Retha Dixon, Docket Chief, at (202) 376-3110.

Sincerely,

Lawrence M. Noble  
General Counsel

BY: Lois G. Lerner  
Associate General Counsel

Enclosure  
Procedures

91040843451



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

October 27, 1989

Mr. Robert A. Farmer, Treasurer  
Dukakis/Bentsen Committee, Inc.  
Suite 229  
20 Park Plaza  
Boston, MA 02116

RE: MUR 2993

Dear Mr. Farmer:

The Federal Election Commission received a complaint which alleges that the Dukakis/Bentsen Committee, Inc. and you, as treasurer, may have violated the Federal Election Campaign Act of 1971, as amended ("the Act"). A copy of the complaint is enclosed. We have numbered this matter MUR 2993. Please refer to this number in all future correspondence.

Under the Act, you have the opportunity to demonstrate in writing that no action should be taken against you in this matter. Please submit any factual or legal materials which you believe are relevant to the Commission's analysis of this matter. Where appropriate, statements should be submitted under oath. Your response, which should be addressed to the General Counsel's Office, must be submitted within 15 days of receipt of this letter. If no response is received within 15 days, the Commission may take further action based on the available information.

This matter will remain confidential in accordance with 2 U.S.C. § 437g(A)(4)(B) and § 437g(a)(12)(A) unless you notify the Commission in writing that you wish the matter to be made public. If you intend to be represented by counsel in this matter, please advise the Commission by completing the enclosed form stating the name, address and telephone number of such counsel, and authorizing such counsel to receive any notifications and other communications from the Commission.

If you have any questions, please contact Mark Allen, the staff member assigned to this matter at (202) 376-8200.

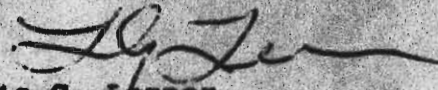
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For your information, we have attached a brief description of the Commission's procedures for handling complaints.

Sincerely,

Lawrence M. Noble  
General Counsel



BY: Lois G. Lerner  
Associate General Counsel

**Enclosures**

1. Complaint
2. Procedures
3. Designation of Counsel Statement

cc: Mr. Michael S. Dukakis

91040843453



FEDERAL ELECTION COMMISSION  
WASHINGTON, D.C. 20463

October 27, 1989

The Great Greek, Inc.  
13,362 Ventura Boulevard  
Sherman Oaks, CA 91423

RE: MUR 2993

Dear Gentlemen:

The Federal Election Commission received a complaint which alleges that The Great Greek, Inc. may have violated the Federal Election Campaign Act of 1971, as amended ("the Act"). A copy of the complaint is enclosed. We have numbered this matter MUR 2993. Please refer to this number in all future correspondence.

Under the Act, you have the opportunity to demonstrate in writing that no action should be taken against you in this matter. Please submit any factual or legal materials which you believe are relevant to the Commission's analysis of this matter. Where appropriate, statements should be submitted under oath. Your response, which should be addressed to the General Counsel's Office, must be submitted within 15 days of receipt of this letter. If no response is received within 15 days, the Commission may take further action based on the available information.

This matter will remain confidential in accordance with 2 U.S.C. § 437g(A)(4)(B) and § 437g(a)(12)(A) unless you notify the Commission in writing that you wish the matter to be made public. If you intend to be represented by counsel in this matter, please advise the Commission by completing the enclosed form stating the name, address and telephone number of such counsel, and authorizing such counsel to receive any notifications and other communications from the Commission.

If you have any questions, please contact Mark Allen, the staff member assigned to this matter at (202) 376-8200.


91040843454

For your information, we have attached a brief description of the Commission's procedures for handling complaints.

Sincerely,

Lawrence M. Noble  
General Counsel

BY:

  
Lois G. Lerner  
Associate General Counsel

**Enclosures**

1. Complaint
2. Procedures
3. Designation of Counsel Statement

91040843455





FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

October 27, 1989

The Great Greek, Ltd. Partnership  
13,362 Ventura Boulevard  
Sherman Oaks, CA 91423

RE: MUR 2993

Dear Gentlemen:

The Federal Election Commission received a complaint which alleges that The Great Greek, Ltd. Partnership may have violated the Federal Election Campaign Act of 1971, as amended ("the Act"). A copy of the complaint is enclosed. We have numbered this matter MUR 2993. Please refer to this number in all future correspondence.

Under the Act, you have the opportunity to demonstrate in writing that no action should be taken against you in this matter. Please submit any factual or legal materials which you believe are relevant to the Commission's analysis of this matter. Where appropriate, statements should be submitted under oath. Your response, which should be addressed to the General Counsel's Office, must be submitted within 15 days of receipt of this letter. If no response is received within 15 days, the Commission may take further action based on the available information.

This matter will remain confidential in accordance with 2 U.S.C. § 437g(A)(4)(B) and § 437g(a)(12)(A) unless you notify the Commission in writing that you wish the matter to be made public. If you intend to be represented by counsel in this matter, please advise the Commission by completing the enclosed form stating the name, address and telephone number of such counsel, and authorizing such counsel to receive any notifications and other communications from the Commission.

If you have any questions, please contact Mark Allen, the staff member assigned to this matter at (202) 376-8200.


21040843456

For your information, we have attached a brief description of the Commission's procedures for handling complaints.

Sincerely,

Lawrence M. Noble  
General Counsel

BY:

  
Lois G. Lerner  
Associate General Counsel

Enclosures

1. Complaint
2. Procedures
3. Designation of Counsel Statement

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FEDERAL ELECTION COMMISSION  
WASHINGTON, D.C. 20463

October 27, 1989

Mr. Ernest Criezis  
7942 Mulholland Drive  
Los Angeles, CA 90046

RE: MUR 2993

Dear Mr. Criezis:

The Federal Election Commission received a complaint which alleges that you may have violated the Federal Election Campaign Act of 1971, as amended ("the Act"). A copy of the complaint is enclosed. We have numbered this matter MUR 2993. Please refer to this number in all future correspondence.

Under the Act, you have the opportunity to demonstrate in writing that no action should be taken against you in this matter. Please submit any factual or legal materials which you believe are relevant to the Commission's analysis of this matter. Where appropriate, statements should be submitted under oath. Your response, which should be addressed to the General Counsel's Office, must be submitted within 15 days of receipt of this letter. If no response is received within 15 days, the Commission may take further action based on the available information.

This matter will remain confidential in accordance with 2 U.S.C. § 437g(A)(4)(B) and § 437g(a)(12)(A) unless you notify the Commission in writing that you wish the matter to be made public. If you intend to be represented by counsel in this matter, please advise the Commission by completing the enclosed form stating the name, address and telephone number of such counsel, and authorizing such counsel to receive any notifications and other communications from the Commission.

If you have any questions, please contact Mark Allen, the staff member assigned to this matter at (202) 376-8200.

910403458




For your information, we have attached a brief description of the Commission's procedures for handling complaints.

Sincerely,

Lawrence M. Noble  
General Counsel

BY:

  
Lois G. Herner  
Associate General Counsel

Enclosures

1. Complaint
2. Procedures
3. Designation of Counsel Statement

91040843459

SUSMAN GODFREY

ATTORNEYS AT LAW

8100 FIRST INTERSTATE BANK PLAZA

1000 LOUISIANA

HOUSTON, TEXAS 77002-5096

(713) 651-9386

TELECOPY (713) 653-7867

1500 SAN JACINTO TOWER

1211 SAN JACINTO STREET

DALLAS, TEXAS 75201-6701

(214) 754-1900

RECEIVED  
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NOV 13 PM 12:53

BARRY C. BARNETT  
FRANCI H. BECH  
JEFFREY W. CHAMBERS  
TRACY K. CHRISTOPHER  
RICHARD B. DRUBEL  
WM. B. EMMONS  
PARKER C. FOLSE III  
H. LEE GODFREY, P.C.  
BARBARA LOWE  
NEAL S. MANNE  
KENNETH S. MARKS  
ERIC J. MAYER  
JOHN B. McARTHUR  
JAMES T. MCCARTY

KENNETH E. McNEIL  
KAREN A. OSHMAN  
TERRELL W. OXFORD, P.C.  
THOMAS W. PATTERSON  
RUTH L. RICHARD  
LEIGH ELIZABETH ROBERTS  
MARY KATHRYN SAMMONS  
STEPHEN D. SUSMAN, P.C.  
MAX L. TRIBBLE, JR.  
E. LAWRENCE VINCENT, JR.  
MARK L.D. WAWRO  
WILLIAM H. WHITE  
EVELYN JO WILSON  
RANDALL W. WILSON

WRITER'S DIRECT DIAL NUMBER: (713) 653-7827

November 8, 1989

**FEDERAL EXPRESS**

Mr. Mark Allen  
Federal Election Commission  
Washington, D. C. 20463

Re: MUR2993

Dear Mr. Allen:

Per our telephone conversation on November 7, I am writing on behalf of The Great Greek Ltd., whom our firm represents, to request an extension of time for a response to your letter dated October 27, 1989. Our client received that letter on October 30, which would make its response due on November 14. By this letter I am respectfully requesting a 20 day extension of that deadline, which would make the response due no later than Monday, December 4.

Our request for an extension of time is motivated by our desire to respond fully and completely to your letter. We have very little information about this matter, and all relevant documents are in California. The relevant individuals are in California as well. The brief extension of time to respond will permit us to complete a preliminary investigation of this matter and allow us to provide the Federal Election Commission with a response that is more complete. Obviously, we believe this will be not only in our client's interest but in the interest of the FEC as well.

Please advise me as promptly as possible of the Commission's or General Counsel's disposition of this request. Please contact me if you have any questions.

Sincerely,



Neal S. Manne

JSH-nsm-6494

cc: Roger Witten, Esq.  
Wilmer, Cutler & Pickering  
2445 "M" Street, N. W.  
Washington, D. C. 20037-1420

NOV 13 PM 4:00

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FEDERAL ELECTION COMMISSION  
OFFICE OF GENERAL COUNSEL

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**SUSMAN GODFREY**

ATTORNEYS AT LAW  
5100 FIRST INTERSTATE BANK PLAZA  
1000 LOUISIANA  
HOUSTON, TEXAS 77002-5096  
(713) 651-9366

TELECOPY (713) 653-7597

11500 SAN JACINTO TOWER  
2121 SAN JACINTO STREET  
DALLAS, TEXAS 75201-6701  
(214) 754-1800

November 10, 1989

**VIA TELECOPY**

Mark Allen, Esq.  
Federal Election Commission  
999 "E" Street, N. W.  
Washington, D. C. 20463

Re: MUR2993

Dear Mr. Allen:

Attached is the Statement of Designation of Counsel in this matter, signed by Ernest Criezis. You already have received the Request for Extension of Time made on behalf of Mr. Criezis. Please notify me promptly of the disposition of that request.

Sincerely,

*Neal*  
Neal S. Manne

JSH-nsm-6494

Attachment

cc: Roger Witten, Esq.  
Wilmer, Cutler & Pickering  
2445 "M" Street, N. W.  
Washington, D. C. 20037-1420

BARRY C. BARNETT  
FRANCI N. BECK  
OPHELIA S. CANINA  
JEFFREY W. CHAMBERS  
TRACY A. CHRISTOPHER  
RICHARD E. DRUSEL  
WM. B. ENHONS  
PARKER C. FOLSE III  
K. LEE GODFREY, P.C.  
BARBARA LOWE  
NEAL S. MANNE  
KENNETH S. MARKS  
ERIC J. MAYER  
JOHN B. McARTHUR  
JAMES T. MCCARTY  
KENNETH E. McNEIL  
HAREN A. OSHMAN  
TERRELL W. OXFORD, P.C.  
THOMAS W. PATERSON  
RUTH L. RICKARD  
LEIGH ELIZABETH ROBERTS  
MARY KATHRYN SAMMONS  
STEPHEN D. SUSMAN, P.C.  
MAX L. TRIBBLE, JR.  
E. LAWRENCE VINCENT, JR.  
MARK L. D. WAWRO  
WILLIAM H. WHITE  
EVELYN JO WILSON  
RANDALL W. WILSON

WRITER'S DIRECT DIAL NUMBER

(713) 653-7827

89 NOV 13 PM 4:01

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OFFICE OF GENERAL COUNSEL

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89 NOV 13 AM 10:51

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MAIL ROOM



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## STATEMENT OF DESIGNATION OF COUNSEL

MUR 2993

NAME OF COUNSEL:	Neal S. Manne	Roger Witten
ADDRESS:	Susman Godfrey	Wilmer, Cutler & Pickering
	1000 Louisiana, Suite 5100	2445 "M" Street, N. W.
	Houston, Texas 77002-5096	Washington, D. C.
TELEPHONE:	(713) 651-9366	20037-1420
		(202) 663-6000

The above-named individual is hereby designated as my counsel and is authorized to receive any notifications and other communications from the Commission and to act on my behalf before the Commission.

November 9, 1989

Date

Signature

RESPONDENT'S NAME:	The Great Greek Ltd.
ADDRESS:	13362 Ventura Blvd.
	Sherman Oaks, Ca 91423
HOME PHONE:	213-874-6666
BUSINESS PHONE:	818-905-5250

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FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

November 14, 1989

Mr. Neal Manne  
Susman Godfrey  
5100 First Interstate Bank Plaza  
1000 Louisiana  
Houston, Texas 77002-5096

RE: MUR 2993  
The Great Greek Ltd.

Dear Mr. Manne:

This is in response to your letter dated November 8, 1989, which we received on November 9, 1989, requesting an extension of 20 days to respond to the Commission's Notification letter. After considering the circumstances presented in your letter, I have granted the requested extension. Accordingly, your response is due by the close of business on December 4, 1989.

If you have any questions, please contact Mark Allen, the staff member assigned to this matter, at (202) 376-5690.

Sincerely,

Lawrence M. Noble  
General Counsel

BY: Lois G. Lerner  
Associate General Counsel

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Dukakis/Bentsen Committee, Inc.  
20 Park Plaza, Suite 230  
Boston, MA 02116

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NOV 17 AM 11:58

November 15, 1989

Lawrence M. Noble, Esq.  
General Counsel  
Federal Election Commission  
999 E Street, N. W.  
Washington, D.C. 20463

Re: MUR 2993

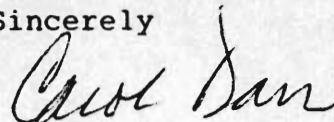
Dear Mr. Noble:

This letter responds to the notification that the Dukakis/Bentsen Committee, Inc., may have violated the Federal Election Campaign Act (the Act) with respect to an apparent contribution made by Ernest Criezis.

We have looked in our computer files, and neither the Dukakis/Bentsen Committee nor the Dukakis for President Committee has any record of ever having received any contribution from "E. Criezis," "Ernest Criezis," or anyone else with the last name of "Criezis." Further, we have no record of any contribution made in the name of "The Great Greek, Ltd.," or "Cafe Piaf." Needless to say, our FEC reports list no such contributions either.

I would appreciate a notification as soon as possible that the Dukakis/Bentsen Committee, to whom this complaint is addressed, has not committed any violation of the Act with respect to MUR 2993.

Sincerely



Carol C. Darr, Esq.  
Legal Counsel

RECEIVED  
FEDERAL ELECTION COMMISSION  
OFFICE OF GENERAL COUNSEL

NOV 17 PM 1:58

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WILMER, CUTLER & PICKERING

RECEIVED  
FEDERAL ELECTION COMMISSION  
OFFICE OF GENERAL COUNSEL

89DEC-4 PM 2:13

2445 M STREET, N.W.  
WASHINGTON, D. C. 20037-1420  
TELEPHONE: (202) 663-6000

4 CARLTON GARDENS  
LONDON SW1Y 5AA  
TELEPHONE: (01) 839-4468

December 4, 1989

BY HAND

Mark Allen, Esquire  
Federal Election Commission  
999 E Street, N.W.  
Room 657  
Washington, D.C. 20463

Re: MUR 2993

Dear Mr. Allen:

We have reviewed the allegations in the complaint against Mr. Criezis and wish to meet with you to discuss the facts of the case and to explore the possibility of a conciliation before consideration by The Commission of whether there is "reason to believe." We will call you this week to arrange an appointment.

Thank you for your consideration.

Sincerely,

*Rosenman Ament*

Roger M. Witten  
Kristina Ament

cc: Mr. Neal Manne

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WILMER, CUTLER & PICKERING  
2445 N STREET, N. W.  
WASHINGTON, D. C. 20037-1420

December 20, 1989

Mark Allen, Esquire  
Federal Election Commission  
999 E Street, N.W.  
Room 657  
Washington, D.C. 20463

Re: MUR 2993

Dear Mr. Allen:

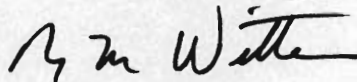
We are writing to confirm the understanding reached in our telephone conversation on December 20. We understand that your interpretation of FEC procedures does not permit conciliation negotiations prior to a "reason to believe" finding by the Commission. Although we feel this policy creates an undue waste of time, we understand your adherence to it.

We are also writing to confirm our agreement that you will not quote, refer to, or use in any other way information which we provided on a proffer basis. We understand that this information will not be used in any oral or written communications with the Commission. Thus, in communicating with the Commission regarding "reason to believe," we understand that you will only use information gathered by other means than our proffer. The only such information is the complaint filed in this action by Spiro Criezis. Please call us immediately if our understanding on this matter is incorrect.

If a "reason to believe" finding is made, we remain willing to negotiate a mutually agreeable conciliation in this matter.

Thank you for your consideration.

Sincerely,



Roger Witten  
Kristina L. Ament

By Hand

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FEDERAL ELECTION COMMISSION  
OFFICE OF GENERAL COUNSEL  
09 DEC 26 AM 11:00

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FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

December 27, 1989

Roger Witten, Esq.  
Kristina Ament, Esq.  
Wilmer, Cutler & Pickering  
2445 M Street, N.W.  
Washington, D.C. 20037

RE: MUR 2993

Dear Mr. Witten:

I am writing in response to your letter of December 20, 1989, regarding the Commission's use of information discussed at a meeting with Jonathan Bernstein and Mark Allen of my staff on December 14, 1989. While there was no agreement not to use information provided, your presentation discussed facts of a hypothetical nature which would not be appropriate for inclusion in an analysis of the complaint in this matter.

Sincerely,

Lawrence M. Noble  
General Counsel

*Lois G. Lerner*  
BY: Lois G. Lerner  
Associate General Counsel

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90 JAN 26 PM 4:19

FEDERAL ELECTION COMMISSION  
999 E Street, N.W.  
Washington, D.C. 20463

**SENSITIVE**

**FIRST GENERAL COUNSEL'S REPORT**

MUR # 2993  
DATE COMPLAINT RECEIVED  
BY OGC October 23, 1989  
DATE OF NOTIFICATION TO  
RESPONDENTS October 27, 1989  
STAFF MEMBER Mark Allen

**COMPLAINANT:** Spero Criezis

**RESPONDENTS:** Ernest Criezis  
The Great Greek, Inc.  
The Great Greek, Ltd.  
Dukakis/Bentsen Committee, Inc., and Robert A.  
Farmer, as treasurer

**RELEVANT STATUTES:** 2 U.S.C. § 441a(a)(1)(B)  
2 U.S.C. § 441b(a)  
2 U.S.C. § 441f

**RELEVANT REGULATIONS:** 11 C.F.R. § 110.1(e)

**INTERNAL REPORTS CHECKED:** AO 1989-5  
AO 1981-54  
AO 1981-56  
AO 1980-132

**FEDERAL AGENCIES CHECKED:** none

**I. GENERATION OF MATTER**

The Office of the General Counsel received a complaint on October 23, 1989, from Spero Criezis. Named as respondents are Ernest Criezis, The Great Greek, Ltd. ("the partnership"), The Great Greek, Inc. ("the corporation"), and the Dukakis/Bentsen Committee, Inc., and Robert Farmer, as treasurer ("the Dukakis Committee"). The corporation is the general partner in the partnership. The complainant is a limited partner in the partnership and a one-third stockholder, without voting rights, in

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the corporation. Respondent Ernest Criezis is the president of the corporation and controls a majority of the voting stock.

The complaint focuses on a check drawn on the partnership account payable to Ernest Criezis. According to the check stub, a copy of which was included in the complaint, the check, dated August 31, 1988, was made out to "E. Criezis" in the amount of \$5,000. The stub lists the "Dukakis Campaign" as the purpose of the check. The complaint asserts that this transaction indicates a possible violation of FECA both because it amounts to a corporate contribution and because it constitutes the making of a contribution in the name of another. Commission records indicate that Ernest Criezis together with his wife Vicki contributed \$10,000 to the DNC Services Corporation/Democratic National Committee ("DNC") on September 12, 1988. The Office of the General Counsel has received a response from the Dukakis/Bentsen Committee (Attachment 1). This Office has also received a response from the partnership and Ernest Criezis that requested conciliation before the Commission considers reason to believe findings (Attachment 2). This Office informed counsel that such request was premature and also met with counsel who wished to discuss the possible resolution of this matter. Because of collateral proceedings now underway, counsel declined to submit a substantive response to the complaint. Accordingly, the Commission has received nothing constituting a denial of the complaint's allegations.

## II. FACTUAL AND LEGAL ANALYSIS

Pursuant to 2 U.S.C. § 441a(a)(1)(B), a person may contribute

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up to \$20,000 to the political committee of a national political party during a calendar year. The term "person," defined at 2 U.S.C. § 431(11), includes partnerships. Under 11 C.F.R. § 110.1(e), a contribution by a partnership shall be attributed to both the partnership and to each partner in proportion to his or her share of the profits. Section 110.1(e) also provides that no portion of a partnership contribution may be made from the profits of a corporation that is a partner. This section does allow for partnership contributions even though a partner is a corporation only when the partners have agreed that the contribution is attributed to non-corporate partners. See AO 1980-132.

Pursuant to 2 U.S.C. § 441b(a), it is unlawful for a corporation to make a contribution in connection with a federal election. This section also forbids corporate officers to consent to a corporation's contribution. Section 441f prohibits the making of a contribution in the name of another person. This section also prohibits an individual from knowingly permitting the use of his or her name to be used to effect such a contribution. In addition, under § 441f a campaign committee may not knowingly accept a contribution made by one person in the name of another.

A. The partnership

The complaint alleges that Ernest Criezis used The Great Greek partnership money to make a campaign contribution in his name. As the source of the funds, the partnership thus appears to have violated 2 U.S.C. § 441f by making a contribution in the name of another. In addition, any partnership contribution would be illegal under 11 C.F.R. § 110.1(e) because the corporation is a

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partner, and, from the information this Office possesses, there is no agreement between the partners pursuant to this section regarding an attribution of contributions to the non-corporate partners. Section 441b(a) prohibits direct and indirect corporate contributions. A partnership contribution under such circumstances thus constitutes an indirect corporate contribution. See AOs 1982-63, 1981-54 and 1981-56. Therefore, this Office recommends that the Commission find reason to believe that the partnership violated 2 U.S.C. §§ 441b(a), 441f, and 11 C.F.R. § 110.1(e).

**B. The corporation**

In light of the allegation that the corporation is the general partner in the partnership, the partnership money used for the contribution was partly corporate money. Because corporations are forbidden to make campaign contributions under 2 U.S.C. § 441b(a), this Office recommends that the Commission find reason to believe that the corporation violated 2 U.S.C. § 441b(a) by making a contribution through the partnership and Ernest Criezis.

**C. Ernest Criezis**

Ernest Criezis together with his wife Vicki contributed \$10,000 to the DNC. This contribution falls within the legal limit for personal contributions to national committees under 2 U.S.C. § 441a(a)(1)(B). Because Criezis allegedly made the contribution with partnership money, however, this transaction constitutes a contribution from The Great Greek partnership in his name. According to the allegations in the complaint, therefore, it appears that Ernest Criezis has violated 2 U.S.C. § 441f by

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allowing his name to be used to effect a contribution in the name of another. In addition, as an officer of The Great Greek corporation, Ernest Criezis may have violated 2 U.S.C. § 441b(a) by consenting to an illegal corporate contribution. This Office recommends that the Commission find reason to believe that Ernest Criezis violated 2 U.S.C. §§ 441f and 441b(a).<sup>1</sup>

D. The Dukakis Committee

The complaint includes a copy of the stub of the partnership check allegedly made out to Ernest Criezis for the "Dukakis Campaign." Commission records list a contribution by Ernest and Vicki Criezis to the DNC but no contribution to the Dukakis Committee. This Office received a response from the Dukakis Committee stating that the Committee had no record of any contribution from Ernest Criezis. Because the Dukakis Committee received no contribution from Ernest Criezis, this Office recommends that the Commission find no reason to believe that the Dukakis Committee violated any provision of the Act in this matter.

E. The DNC

The DNC, the actual recipient of Ernest Criezis' allegedly illegal contribution, is not named in the complaint. According to

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1. The \$10,000 contribution to the DNC was made jointly by Ernest and Vicki Criezis. This Office, however, has no information at this time regarding Vicki Criezis' role in the alleged partnership payment; the complaint only names Ernest Criezis and he is the sole payee on the check stub of the \$5,000 partnership check. Therefore, this Office makes no recommendation at this time regarding Vicki Criezis. If during the investigation of this matter it becomes evident that Vicki Criezis was reimbursed for her contribution, this Office will make appropriate recommendations.

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Commission procedures, this Office has not sent the DNC a notification letter. Because there is no reason to suspect that the DNC knowingly accepted the alleged partnership contribution made in the name of Ernest Criezis, this Office makes no recommendations regarding the DNC at this time.

**III. RECOMMENDATIONS**


1. Find reason to believe that The Great Greek, Ltd. partnership violated 2 U.S.C. §§ 441b(a) and 441f and 11 C.F.R. § 110.1(e).
2. Find reason to believe that The Great Greek, Inc. violated 2 U.S.C. § 441b(a).
3. Find reason to believe that Ernest Criezis violated 2 U.S.C. §§ 441b(a) and 441f.
4. Find no reason to believe that the Dukakis Committee violated any provision of the Act in this matter.
5. Approve the attached interrogatories, requests for production of documents, factual and legal analyses, and letters.

Lawrence M. Noble  
General Counsel

Date

1-26-90

BY:

  
Lois G. Lerner  
Associate General Counsel

**Attachments**

1. Dukakis/Bentsen Committee response
2. The Great Greek, Ltd. and Ernest Criezis response
3. Letters (3)
4. Factual and Legal Analyses (3)
5. Interrogatories and requests for documents (3)

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of

Ernest Criezis  
The Great Greek, Inc.  
The Great Greek, Ltd.  
Dukakis/Bentsen Committee, Inc.,  
and Robert A. Farmer, as treasurer

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) MUR 2993  
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CERTIFICATION

I, Marjorie W. Emmons, Secretary of the Federal Election Commission, do hereby certify that on January 31, 1990, the Commission decided by a vote of 4-0 to take the following actions in MUR 2993:

1. Find reason to believe that The Great Greek, Ltd. partnership violated 2 U.S.C. §§ 441b(a) and 441f and 11 C.F.R. § 110.1(e).
2. Find reason to believe that The Great Greek, Inc. violated 2 U.S.C. § 441b(a).
3. Find reason to believe that Ernest Criezis violated 2 U.S.C. §§ 441b(a) and 441f.
4. Find no reason to believe that the Dukakis Committee violated any provision of the Act in this matter.

(continued)

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5. Approve the interrogatories, requests for production of documents, factual and legal analyses, and letters, as recommended in the General Counsel's Report dated January 26, 1990.

Commissioners Aikens, Josefiak, McGarry and Thomas voted affirmatively for the decision; Commissioners Elliott and McDonald did not cast votes.

Attest:

Jan. 31, 1990  
Date

Marjorie W. Emmons  
Marjorie W. Emmons  
Secretary of the Commission

Received in the Secretariat: Fri., January 26, 1990 4:19 p.m.  
Circulated to the Commission: Mon., January 29, 1990 11:00 a.m.  
Deadline for vote: Wed., January 31, 1990 11:00 a.m.

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FEDERAL ELECTION COMMISSION  
WASHINGTON, D.C. 20463

February 6, 1990

Carol C. Darr, Esq.  
Legal Counsel  
Dukakis/Bentsen Committee, Inc.  
20 Park Plaza, Suite 230  
Boston, MA 02116

RE: MUR 2993

Dear Ms. Darr:

On October 27, 1989, the Federal Election Commission notified the Dukakis/Bentsen Committee, Inc., and Robert A. Farmer, as treasurer ("the Committee") of a complaint alleging violations of certain sections of the Federal Election Campaign Act of 1971, as amended.

On January 31, 1990, the Commission found, on the basis of the information in the complaint, and information provided by the Committee, that there is no reason to believe the Committee violated any statute within the Commission's jurisdiction. Accordingly, the Commission closed its file in this matter as it pertains to the Committee.

This matter will become a part of the public record within 30 days after the file has been closed with respect to all respondents. If you wish to submit any materials to appear on the public record, please do so within ten days. Please send such materials to the Office of the General Counsel.

The Commission reminds you that the confidentiality provisions of 2 U.S.C. §§ 437g(a)(4)(B) and 437g(a)(12)(A) remain in effect until the entire matter is closed. The Commission will notify you when the entire file has been closed.

Sincerely,

Lawrence M. Noble  
General Counsel

A handwritten signature in cursive script, appearing to read "L. G. Lerner".

BY: Lois G. Lerner  
Associate General Counsel

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FEDERAL ELECTION COMMISSION  
WASHINGTON, D.C. 20463

February 6, 1990

**CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

Roger Witten, Esq.  
Kristina Ament, Esq.  
Wilmer, Cutler & Pickering  
2445 M Street, N.W.  
Washington, D.C. 20037

RE: MUR 2993  
The Great Greek, Ltd.

Dear Mr. Witten:

On October 27, 1989, the Federal Election Commission notified your client, The Great Greek, Ltd., of a complaint alleging violations of certain sections of the Federal Election Campaign Act of 1971, as amended ("the Act"). A copy of the complaint was forwarded to your clients at that time.

Upon further review of the allegations contained in the complaint, the Commission, on January 31, 1990, found that there is reason to believe that The Great Greek, Ltd., violated 2 U.S.C. §§ 441b(a) and 441f, provisions of the Act, and 11 C.F.R. § 110.1(e). The Factual and Legal Analysis, which formed a basis for the Commission's finding, is attached for your information.

Under the Act, you have an opportunity to demonstrate that no action should be taken against The Great Greek. You may submit any factual or legal materials that you believe are relevant to the Commission's consideration of this matter. Please submit such materials to the General Counsel's Office along with answers to the enclosed questions within 15 days of receipt of this letter. Where appropriate, statements should be submitted under oath.

In the absence of any additional information demonstrating that no further action should be taken against The Great Greek, the Commission may find probable cause to believe that a violation has occurred and proceed with conciliation.

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The Great Greek, Ltd.  
Page 2

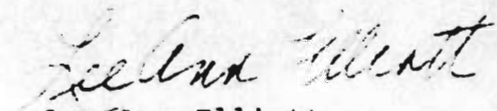
If you are interested in pursuing pre-probable cause conciliation, you should so request in writing. See 11 C.F.R. § 111.18(d). Upon receipt of the request, the Office of the General Counsel will make recommendations to the Commission either proposing an agreement in settlement of the matter or recommending declining that pre-probable cause conciliation be pursued. The Office of the General Counsel may recommend that pre-probable cause conciliation not be entered into at this time so that it may complete its investigation of the matter. Further, the Commission will not entertain requests for pre-probable cause conciliation after briefs on probable cause have been mailed to the respondent.

Requests for extensions of time will not be routinely granted. Requests must be made in writing at least five days prior to the due date of the response and specific good cause must be demonstrated. In addition, the Office of the General Counsel ordinarily will not give extensions beyond 20 days.

This matter will remain confidential in accordance with 2 U.S.C. §§ 437g(a)(4)(B) and 437g(a)(12)(A) unless you notify the Commission in writing that you wish the matter to be made public.

If you have any questions, please contact Mark Allen, the staff member assigned to this matter, at (202) 376-5690.

Sincerely,

  
Lee Ann Elliott  
Chairman

Enclosures  
Questions  
Factual & Legal Analysis

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FEDERAL ELECTION COMMISSION

FACTUAL AND LEGAL ANALYSIS

RESPONDENTS: The Great Greek, Ltd.

MUR 2993

The Office of the General Counsel received a complaint on October 23, 1989, from Spero Criezis. Named as a respondent is The Great Greek, Ltd. ("the partnership"). The complainant is a limited partner in the partnership and a one-third stockholder, without voting rights, in The Great Greek, Inc. ("the corporation"). The corporation is the general partner in the partnership. Ernest Criezis is the president of the corporation and controls a majority of the voting stock.

The complaint focuses on a check drawn on the partnership account payable to Ernest Criezis. According to the check stub, a copy of which was included in the complaint, the check, dated August 31, 1988, was made out to "E. Criezis" in the amount of \$5,000. The stub lists the "Dukakis Campaign" as the purpose of the check. The complaint asserts that this transaction indicates a possible violation of the Federal Election Campaign Act both because it amounts to a corporate contribution and because it constitutes the making of a contribution in the name of another. Commission records indicate that Ernest Criezis together with his wife Vicki contributed \$10,000 to the DNC Services Corporation/Democratic National Committee ("DNC") on September 12, 1988.

The Federal Election Campaign Act of 1971, as amended ("the Act"), provides that a person may contribute up to \$20,000 to the political committee of a national political party during a

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calendar year. 2 U.S.C. § 441a(a)(1)(B). The term "person," defined at 2 U.S.C. § 431(11), includes partnerships. Under 11 C.F.R. § 110.1(e), a contribution by a partnership shall be attributed to both the partnership and to each partner in proportion to his or her share of the profits. Section 110.1(e) also provides that no portion of a partnership contribution may be made from the profits of a corporation that is a partner. This section does allow for partnership contributions even though a partner is a corporation only when the partners have agreed that the contribution is attributed to the non-corporate partners.

Pursuant to 2 U.S.C. § 441b(a), corporate contributions in connection with federal elections are prohibited. Section 441f prohibits the making of a contribution in the name of another person. This section also prohibits an individual from knowingly permitting the use of his or her name to be used to effect such a contribution. The complaint alleges that Ernest Criezis used The Great Greek, Ltd. partnership money to make a campaign contribution in his name. As the source of the funds, the partnership thus appears to have violated 2 U.S.C. § 441f by making a contribution in the name of another. In addition, any partnership contribution would be illegal under 11 C.F.R. § 110.1(e) because the corporation is a partner, and there is no agreement between the partners pursuant to this section attributing contributions to the non-corporate partners. Section 441b(a) prohibits direct and indirect corporate contributions. A partnership contribution under such circumstances thus constitutes

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an indirect corporate contribution. Therefore, there is reason to believe that The Great Greek, Ltd. violated 2 U.S.C. §§ 441b(a), 441f and 11 C.F.R. § 110.1(e).

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of

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MUR 2993

INTERROGATORIES AND REQUEST  
FOR PRODUCTION OF DOCUMENTS

TO: The Great Greek, Ltd.  
c/o Roger Witten, Esq.  
Wilmer, Cutler & Pickering  
2445 M Street, N.W.  
Washington, D.C. 20037

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In furtherance of its investigation in the above-captioned matter, the Federal Election Commission hereby requests that you submit answers in writing and under oath to the questions set forth below within 15 days of your receipt of this request. In addition, the Commission hereby requests that you produce the documents specified below, in their entirety, for inspection and copying at the Office of the General Counsel, Federal Election Commission, Room 659, 999 E Street, N.W., Washington, D.C. 20463, on or before the same deadline, and continue to produce those documents each day thereafter as may be necessary for counsel for the Commission to complete their examination and reproduction of those documents. Clear and legible copies or duplicates of the documents which, where applicable, show both sides of the documents may be submitted in lieu of the production of the originals.



INSTRUCTIONS

In answering these interrogatories and request for production of documents, furnish all documents and other information, however obtained, including hearsay, that is in possession of, known by or otherwise available to you, including documents and information appearing in your records.

Each answer is to be given separately and independently, and unless specifically stated in the particular discovery request, no answer shall be given solely by reference either to another answer or to an exhibit attached to your response.

The response to each interrogatory propounded herein shall set forth separately the identification of each person capable of furnishing testimony concerning the response given, denoting separately those individuals who provided informational, documentary or other input, and those who assisted in drafting the interrogatory response.

If you cannot answer the following interrogatories in full after exercising due diligence to secure the full information to do so, answer to the extent possible and indicate your inability to answer the remainder, stating whatever information or knowledge you have concerning the unanswered portion and detailing what you did in attempting to secure the unknown information.

Should you claim a privilege with respect to any documents, communications, or other items about which information is requested by any of the following interrogatories and requests for production of documents, describe such items in sufficient detail to provide justification for the claim. Each claim of privilege must specify in detail all the grounds on which it rests.

Unless otherwise indicated, the discovery request shall refer to the time period from January 1, 1987 to the present.

The following interrogatories and requests for production of documents are continuing in nature so as to require you to file supplementary responses or amendments during the course of this investigation if you obtain further or different information prior to or during the pendency of this matter. Include in any supplemental answers the date upon which and the manner in which such further or different information came to your attention.

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DEFINITIONS

For the purpose of these discovery requests, including the instructions thereto, the terms listed below are defined as follows:

"You" shall mean the named respondent in this action to whom these discovery requests are addressed, including all officers, employees, agents or attorneys thereof.

"Persons" shall be deemed to include both singular and plural, and shall mean any natural person, partnership, committee, association, corporation, or any other type of organization or entity.

"Document" shall mean the original and all non-identical copies, including drafts, of all papers and records of every type in your possession, custody, or control, or known by you to exist. The term document includes, but is not limited to books, letters, contracts, notes, diaries, log sheets, records of telephone communications, transcripts, vouchers, accounting statements, ledgers, checks, money orders or other commercial paper, telegrams, telexes, pamphlets, circulars, leaflets, reports, memoranda, correspondence, surveys, tabulations, audio and video recordings, drawings, photographs, graphs, charts, diagrams, lists, computer print-outs, and all other writings and other data compilations from which information can be obtained.

"Identify" with respect to a document shall mean state the nature or type of document (e.g., letter, memorandum), the date, if any, appearing thereon, the date on which the document was prepared, the title of the document, the general subject matter of the document, the location of the document, the number of pages comprising the document.

"Identify" with respect to a person shall mean state the full name, the most recent business and residence addresses and the telephone numbers, the present occupation or position of such person, the nature of the connection or association that person has to any party in this proceeding. If the person to be identified is not a natural person, provide the legal and trade names, the address and telephone number, and the full names of both the chief executive officer and the agent designated to receive service of process for such person.

"And" as well as "or" shall be construed disjunctively or conjunctively as necessary to bring within the scope of these interrogatories and requests for the production of documents any documents and materials which may otherwise be construed to be out of their scope.

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**QUESTIONS AND DOCUMENT REQUESTS**

1. List any and all payments made by The Great Greek, Ltd. to Ernest or Vicki Criezis during 1988. State the date and amount, and explain the purpose of each payment.
2. Identify the corporate partners in The Great Greek, Ltd. partnership. Describe the relationship between the corporate partner(s) and the partnership, including but not limited to what percentage of partnership profits each corporation is entitled to.
3. State what position and business interest Ernest Criezis has in The Great Greek, Ltd.

The Commission requests the following documents:

- 1) Copies of all checks (front and back) from The Great Greek, Ltd. made out to Ernest and Vicki Criezis as reimbursement for political contributions that are listed in response to question 1 above.
- 2) The Great Greek, Ltd. partnership agreement.
- 3) All other documents that refer, relate, or in any way pertain to the transactions described in response to question 1 above.

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FEDERAL ELECTION COMMISSION  
WASHINGTON, D.C. 20463

February 6, 1990

**CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

Roger Witten, Esq.  
Kristina Ament, Esq.  
Wilmer, Cutler & Pickering  
2445 M Street, N.W.  
Washington, D.C. 20037

RE: MUR 2993  
Ernest Criezis

Dear Mr. Witten:

On October 27, 1989, the Federal Election Commission notified your client, Ernest Criezis, of a complaint alleging violations of certain sections of the Federal Election Campaign Act of 1971, as amended ("the Act"). A copy of the complaint was forwarded to your clients at that time.

Upon further review of the allegations contained in the complaint, the Commission, on January 31, 1990, found that there is reason to believe that Ernest Criezis violated 2 U.S.C. §§ 441b(a) and 441f, provisions of the Act. The Factual and Legal Analysis, which formed a basis for the Commission's finding, is attached for your information.

Under the Act, you have an opportunity to demonstrate that no action should be taken against Ernest Criezis. You may submit any factual or legal materials that you believe are relevant to the Commission's consideration of this matter. Please submit such materials to the General Counsel's Office along with answers to the enclosed questions within 15 days of receipt of this letter. Where appropriate, statements should be submitted under oath.

In the absence of any additional information demonstrating that no further action should be taken against Ernest Criezis, the Commission may find probable cause to believe that a violation has occurred and proceed with conciliation.

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Ernest Criezis  
Page 2

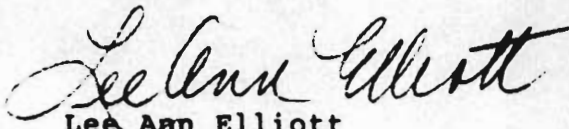
If you are interested in pursuing pre-probable cause conciliation, you should so request in writing. See 11 C.F.R. § 111.18(d). Upon receipt of the request, the Office of the General Counsel will make recommendations to the Commission either proposing an agreement in settlement of the matter or recommending declining that pre-probable cause conciliation be pursued. The Office of the General Counsel may recommend that pre-probable cause conciliation not be entered into at this time so that it may complete its investigation of the matter. Further, the Commission will not entertain requests for pre-probable cause conciliation after briefs on probable cause have been mailed to the respondent.

Requests for extensions of time will not be routinely granted. Requests must be made in writing at least five days prior to the due date of the response and specific good cause must be demonstrated. In addition, the Office of the General Counsel ordinarily will not give extensions beyond 20 days.

This matter will remain confidential in accordance with 2 U.S.C. §§ 437g(a)(4)(B) and 437g(a)(12)(A) unless you notify the Commission in writing that you wish the matter to be made public.

If you have any questions, please contact Mark Allen, the staff member assigned to this matter, at (202) 376-5690.

Sincerely,

  
Lee Ann Elliott  
Chairman

Enclosures  
Questions  
Factual & Legal Analysis

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FEDERAL ELECTION COMMISSION

FACTUAL AND LEGAL ANALYSIS

RESPONDENT: Ernest Criezis

MUR 2993

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The Office of the General Counsel received a complaint on October 23, 1989, from Spero Criezis. Named as a respondent is Ernest Criezis. The complainant is a limited partner in The Great Greek, Ltd. ("the partnership") and a one-third stockholder, without voting rights, in The Great Greek, Inc. ("the corporation"). The corporation is the general partner in the partnership. Respondent Ernest Criezis is the president of the corporation and controls a majority of the voting stock.

The complaint focuses on a check drawn on the partnership account payable to Ernest Criezis. According to the check stub, a copy of which was included in the complaint, the check, dated August 31, 1988, was made out to "E. Criezis" in the amount of \$5,000. The stub lists the "Dukakis Campaign" as the purpose of the check. The complaint asserts that this transaction indicates a possible violation of the Federal Election Campaign Act both because it amounts to a corporate contribution and because it constitutes the making of a contribution in the name of another. Commission records indicate that Ernest Criezis together with his wife Vicki contributed \$10,000 to the DNC Services Corporation/Democratic National Committee ("DNC") on September 12, 1988.

The Federal Election Campaign Act of 1971, as amended ("the Act"), provides that a person may contribute up to \$20,000 to the political committee of a national political party during a



calendar year. 2 U.S.C. § 441a(a)(1)(B). The term "person," defined at 2 U.S.C. § 431(11), includes partnerships. Under 11 C.F.R. § 110.1(e), a contribution by a partnership shall be attributed to both the partnership and to each partner in proportion to his or her share of the profits. Section 110.1(e) also provides that no portion of a partnership contribution may be made from the profits of a corporation that is a partner. This section does allow for partnership contributions even though a partner is a corporation only when the partners have agreed that the contribution is attributed to the non-corporate partners.

Pursuant to 2 U.S.C. § 441b(a), it is unlawful for a corporation to make a contribution in connection with a federal election. This section also forbids corporate officers to consent to a corporation's contribution. Section 441f prohibits the making of a contribution in the name of another person. This section also prohibits an individual from knowingly permitting the use of his or her name to be used to effect such a contribution.

The complaint alleges that Ernest Criezis used The Great Greek, Ltd. partnership money to make a campaign contribution in his name. In light of the allegation that the corporation is the general partner in the partnership, the partnership money used for the contribution was partly corporate money. Corporations are forbidden to make campaign contributions under 2 U.S.C. § 441b(a).

Ernest Criezis together with his wife Vicki contributed \$10,000 to the DNC on September 12, 1988. This contribution falls within the legal limit for personal contributions to national committees under 2 U.S.C. § 441a(a)(1)(B). Because Criezis

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allegedly made the contribution with partnership money, however, this transaction constitutes a contribution from The Great Greek partnership in the name of Ernest and Vicki Criezis. According to the allegations in the complaint, therefore, there is reason to believe that Ernest Criezis has violated 2 U.S.C. § 441f by knowingly allowing his name to be used to effect a contribution in the name of another. In addition, as an officer of The Great Greek corporation, Ernest Criezis appears to have violated 2 U.S.C. § 441b(a) by consenting to an illegal corporate contribution. Therefore, there is reason to believe that Ernest Criezis violated 2 U.S.C. § 441b(a).

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of

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MUR 2993

INTERROGATORIES AND REQUEST  
FOR PRODUCTION OF DOCUMENTS

TO: Ernest Criesis  
c/o Roger Witten, Esq.  
Wilmer, Cutler & Pickering  
2445 M Street, N.W.  
Washington, D.C. 20037

91040343491  
In furtherance of its investigation in the above-captioned matter, the Federal Election Commission hereby requests that you submit answers in writing and under oath to the questions set forth below within 15 days of your receipt of this request. In addition, the Commission hereby requests that you produce the documents specified below, in their entirety, for inspection and copying at the Office of the General Counsel, Federal Election Commission, Room 659, 999 E Street, N.W., Washington, D.C. 20463, on or before the same deadline, and continue to produce those documents each day thereafter as may be necessary for counsel for the Commission to complete their examination and reproduction of those documents. Clear and legible copies or duplicates of the documents which, where applicable, show both sides of the documents may be submitted in lieu of the production of the originals.



INSTRUCTIONS

In answering these interrogatories and request for production of documents, furnish all documents and other information, however obtained, including hearsay, that is in possession of, known by or otherwise available to you, including documents and information appearing in your records.

Each answer is to be given separately and independently, and unless specifically stated in the particular discovery request, no answer shall be given solely by reference either to another answer or to an exhibit attached to your response.

The response to each interrogatory propounded herein shall set forth separately the identification of each person capable of furnishing testimony concerning the response given, denoting separately those individuals who provided informational, documentary or other input, and those who assisted in drafting the interrogatory response.

If you cannot answer the following interrogatories in full after exercising due diligence to secure the full information to do so, answer to the extent possible and indicate your inability to answer the remainder, stating whatever information or knowledge you have concerning the unanswered portion and detailing what you did in attempting to secure the unknown information.

Should you claim a privilege with respect to any documents, communications, or other items about which information is requested by any of the following interrogatories and requests for production of documents, describe such items in sufficient detail to provide justification for the claim. Each claim of privilege must specify in detail all the grounds on which it rests.

Unless otherwise indicated, the discovery request shall refer to the time period from January 1, 1987 to the present.

The following interrogatories and requests for production of documents are continuing in nature so as to require you to file supplementary responses or amendments during the course of this investigation if you obtain further or different information prior to or during the pendency of this matter. Include in any supplemental answers the date upon which and the manner in which such further or different information came to your attention.

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DEFINITIONS

For the purpose of these discovery requests, including the instructions thereto, the terms listed below are defined as follows:

"You" shall mean the named respondent in this action to whom these discovery requests are addressed, including all officers, employees, agents or attorneys thereof.

"Persons" shall be deemed to include both singular and plural, and shall mean any natural person, partnership, committee, association, corporation, or any other type of organization or entity.

"Document" shall mean the original and all non-identical copies, including drafts, of all papers and records of every type in your possession, custody, or control, or known by you to exist. The term document includes, but is not limited to books, letters, contracts, notes, diaries, log sheets, records of telephone communications, transcripts, vouchers, accounting statements, ledgers, checks, money orders or other commercial paper, telegrams, telexes, pamphlets, circulars, leaflets, reports, memoranda, correspondence, surveys, tabulations, audio and video recordings, drawings, photographs, graphs, charts, diagrams, lists, computer print-outs, and all other writings and other data compilations from which information can be obtained.

"Identify" with respect to a document shall mean state the nature or type of document (e.g., letter, memorandum), the date, if any, appearing thereon, the date on which the document was prepared, the title of the document, the general subject matter of the document, the location of the document, the number of pages comprising the document.

"Identify" with respect to a person shall mean state the full name, the most recent business and residence addresses and the telephone numbers, the present occupation or position of such person, the nature of the connection or association that person has to any party in this proceeding. If the person to be identified is not a natural person, provide the legal and trade names, the address and telephone number, and the full names of both the chief executive officer and the agent designated to receive service of process for such person.

"And" as well as "or" shall be construed disjunctively or conjunctively as necessary to bring within the scope of these interrogatories and requests for the production of documents any documents and materials which may otherwise be construed to be out of their scope.

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**QUESTIONS AND DOCUMENT REQUESTS**

1. List all contributions you and Vicki Criezis made to federal candidates or political party committees. List the dates, amounts, and recipients of your contributions.
2. Identify all person(s) who solicited these contributions, and describe in detail the circumstances and communications regarding these solicitations.
3. Identify all persons who made payments to you and Vicki Criezis relating to your contributions listed in response to question 1. For each person, list the dates, amounts, and purpose of these payments.
4. With regard to the persons listed in response to questions 2 and 3, of those that are partnerships, list the corporate partners in the partnerships. Describe the relationship between the corporate partner and the partnership, including but not limited to what percentage of partnership profits the corporations are entitled to.
5. State what title, position, and business interest you have in each partnership and corporation in which you are involved.

The Commission requests the following documents:

- 1) Copies of all checks (front and back) made out to Ernest and Vicki Criezis as reimbursement for political contributions that are listed in response to questions 1 and 3 above.
- 2) Copies of all checks (front and back) from Ernest and Vicki Criezis made out to political committees as contributions for which Ernest and Vicki Criezis were reimbursed.
- 3) Articles of incorporation and by-laws of each corporation that is a partner in any partnership that reimbursed Ernest and Vicki Criezis for political contributions.
- 4) Partnership agreements of any and all partnerships that reimbursed Ernest and Vicki Criezis for political contributions.
- 5) All other documents that refer, relate, or in any way pertain to the transactions described in response to questions 1, 2, and 3 above.

91040843424





FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

002 9493  
February 6, 1990

**CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

Mr. Antony Koursaris, Treasurer  
The Great Greek, Inc.  
13,362 Ventura Boulevard  
Sherman Oaks, CA 91423

RE: MUR 2993  
The Great Greek, Inc.

Dear Mr. Koursaris:

On October 27, 1989, the Federal Election Commission notified The Great Greek, Inc. of a complaint alleging violations of certain sections of the Federal Election Campaign Act of 1971, as amended ("the Act"). A copy of the complaint was forwarded to The Great Greek, Inc. at that time.

Upon further review of the allegations contained in the complaint, the Commission, on January 31, 1990, found that there is reason to believe The Great Greek, Inc. violated 2 U.S.C. § 441b(a), a provision of the Act. The Factual and Legal Analysis, which formed a basis for the Commission's finding, is attached for your information.

Under the Act, you have an opportunity to demonstrate that no action should be taken against The Great Greek, Inc. You may submit any factual or legal materials that you believe are relevant to the Commission's consideration of this matter. Please submit such materials to the General Counsel's Office along with answers to the enclosed questions within 15 days of receipt of this letter. Where appropriate, statements should be submitted under oath.

In the absence of any additional information demonstrating that no further action should be taken against The Great Greek, Inc., the Commission may find probable cause to believe that a violation has occurred and proceed with conciliation.

21040843495

The Great Greek, Inc.  
Page 2

If you are interested in pursuing pre-probable cause conciliation, you should so request in writing. See 11 C.F.R. § 111.18(d). Upon receipt of the request, the Office of the General Counsel will make recommendations to the Commission either proposing an agreement in settlement of the matter or recommending declining that pre-probable cause conciliation be pursued. The Office of the General Counsel may recommend that pre-probable cause conciliation not be entered into at this time so that it may complete its investigation of the matter. Further, the Commission will not entertain requests for pre-probable cause conciliation after briefs on probable cause have been mailed to the respondent.

Requests for extensions of time will not be routinely granted. Requests must be made in writing at least five days prior to the due date of the response and specific good cause must be demonstrated. In addition, the Office of the General Counsel ordinarily will not give extensions beyond 20 days.

If you intend to be represented by counsel in this matter, please advise the Commission by completing the enclosed form stating the name, address, and telephone number of such counsel, and authorizing such counsel to receive any notifications and other communications from the Commission.

This matter will remain confidential in accordance with 2 U.S.C. §§ 437g(a)(4)(B) and 437g(a)(12)(A) unless you notify the Commission in writing that you wish the matter to be made public.

If you have any questions, please contact Mark Allen, the staff member assigned to this matter, at (202) 376-5690.

Sincerely,



Lee Ann Elliott  
Chairman

Enclosures  
Questions  
Designation of Counsel Form  
Factual & Legal Analysis

210403496

FEDERAL ELECTION COMMISSION

FACTUAL AND LEGAL ANALYSIS

RESPONDENT: The Great Greek, Inc.

MUR 2993

The Office of the General Counsel received a complaint on October 23, 1989, from Spero Criezis. Named as a respondent is The Great Greek, Inc. ("the corporation"). The complainant is a limited partner in The Great Greek, Ltd. ("the partnership") and a one-third stockholder, without voting rights, in the corporation. The corporation is the general partner in the partnership. Ernest Criezis is the president of the corporation and controls a majority of the voting stock.

The complaint focuses on a check drawn on the partnership account payable to Ernest Criezis. According to the check stub, a copy of which was included in the complaint, the check, dated August 31, 1988, was made out to "E. Criezis" in the amount of \$5,000. The stub lists the "Dukakis Campaign" as the purpose of the check. The complaint asserts that this transaction indicates a possible violation of the Federal Election Campaign Act both because it amounts to a corporate contribution and because it constitutes the making of a contribution in the name of another. Commission records indicate that Ernest Criezis together with his wife Vicki contributed \$10,000 to the DNC Services Corporation/Democratic National Committee ("DNC") on September 12, 1988.

The Federal Election Campaign Act of 1971, as amended ("the Act"), provides that a person may contribute up to \$20,000 to the

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political committee of a national political party during a calendar year. 2 U.S.C. § 441a(a)(1)(B). The term "person," defined at 2 U.S.C. § 431(11), includes partnerships. Under 11 C.F.R. § 110.1(e), a contribution by a partnership shall be attributed to both the partnership and to each partner in proportion to his or her share of the profits. Section 110.1(e) also provides that no portion of a partnership contribution may be made from the profits of a corporation that is a partner. This section does allow for partnership contributions even though a corporation is a partner only where the partners have agreed that the contribution is attributed to the non-corporate partners. Pursuant to 2 U.S.C. § 441b(a), it is unlawful for a corporation to make a contribution directly or indirectly in connection with a federal election.

The complaint alleges that Ernest Criezis used The Great Greek, Ltd. partnership money to make a campaign contribution in his name. In light of the allegation that the corporation is the general partner in the partnership, the partnership money used for the contribution was partly corporate money. No partnership agreement is known to exist that would attribute partnership contributions to non-corporate partners. Because corporations are forbidden to make campaign contributions under 2 U.S.C. § 441b(a), there is reason to believe that The Great Greek, Inc. violated 2 U.S.C. § 441b(a) by making a contribution through the partnership and Ernest Criezis.

210403498

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of )

MUR 2993  
)  
)  
)  
)

INTERROGATORIES AND REQUEST  
FOR PRODUCTION OF DOCUMENTS

TO: Mr. Antony Koursaris, Treasurer  
The Great Greek, Inc.  
13,362 Ventura Boulevard  
Sherman Oaks, CA 91423

91040843499

In furtherance of its investigation in the above-captioned matter, the Federal Election Commission hereby requests that you submit answers in writing and under oath to the questions set forth below within 15 days of your receipt of this request. In addition, the Commission hereby requests that you produce the documents specified below, in their entirety, for inspection and copying at the Office of the General Counsel, Federal Election Commission, Room 659, 999 E Street, N.W., Washington, D.C. 20463, on or before the same deadline, and continue to produce those documents each day thereafter as may be necessary for counsel for the Commission to complete their examination and reproduction of those documents. Clear and legible copies or duplicates of the documents which, where applicable, show both sides of the documents may be submitted in lieu of the production of the originals.

**INSTRUCTIONS**

In answering these interrogatories and request for production of documents, furnish all documents and other information, however obtained, including hearsay, that is in possession of, known by or otherwise available to you, including documents and information appearing in your records.

Each answer is to be given separately and independently, and unless specifically stated in the particular discovery request, no answer shall be given solely by reference either to another answer or to an exhibit attached to your response.

The response to each interrogatory propounded herein shall set forth separately the identification of each person capable of furnishing testimony concerning the response given, denoting separately those individuals who provided informational, documentary or other input, and those who assisted in drafting the interrogatory response.

If you cannot answer the following interrogatories in full after exercising due diligence to secure the full information to do so, answer to the extent possible and indicate your inability to answer the remainder, stating whatever information or knowledge you have concerning the unanswered portion and detailing what you did in attempting to secure the unknown information.

Should you claim a privilege with respect to any documents, communications, or other items about which information is requested by any of the following interrogatories and requests for production of documents, describe such items in sufficient detail to provide justification for the claim. Each claim of privilege must specify in detail all the grounds on which it rests.

Unless otherwise indicated, the discovery request shall refer to the time period from January 1, 1987 to the present.

The following interrogatories and requests for production of documents are continuing in nature so as to require you to file supplementary responses or amendments during the course of this investigation if you obtain further or different information prior to or during the pendency of this matter. Include in any supplemental answers the date upon which and the manner in which such further or different information came to your attention.

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**DEFINITIONS**

For the purpose of these discovery requests, including the instructions thereto, the terms listed below are defined as follows:

"You" shall mean the named respondent in this action to whom these discovery requests are addressed, including all officers, employees, agents or attorneys thereof.

"Persons" shall be deemed to include both singular and plural, and shall mean any natural person, partnership, committee, association, corporation, or any other type of organization or entity.

"Document" shall mean the original and all non-identical copies, including drafts, of all papers and records of every type in your possession, custody, or control, or known by you to exist. The term document includes, but is not limited to books, letters, contracts, notes, diaries, log sheets, records of telephone communications, transcripts, vouchers, accounting statements, ledgers, checks, money orders or other commercial paper, telegrams, telexes, pamphlets, circulars, leaflets, reports, memoranda, correspondence, surveys, tabulations, audio and video recordings, drawings, photographs, graphs, charts, diagrams, lists, computer print-outs, and all other writings and other data compilations from which information can be obtained.

"Identify" with respect to a document shall mean state the nature or type of document (e.g., letter, memorandum), the date, if any, appearing thereon, the date on which the document was prepared, the title of the document, the general subject matter of the document, the location of the document, the number of pages comprising the document.

"Identify" with respect to a person shall mean state the full name, the most recent business and residence addresses and the telephone numbers, the present occupation or position of such person, the nature of the connection or association that person has to any party in this proceeding. If the person to be identified is not a natural person, provide the legal and trade names, the address and telephone number, and the full names of both the chief executive officer and the agent designated to receive service of process for such person.

"And" as well as "or" shall be construed disjunctively or conjunctively as necessary to bring within the scope of these interrogatories and requests for the production of documents any documents and materials which may otherwise be construed to be out of their scope.

91040343501

**QUESTIONS AND DOCUMENT REQUESTS**

1. List any and all payments made by The Great Greek, Inc. to Ernest or Vicki Criezis during 1988. State the date and amount, and explain the purpose of each payment.
2. Describe the relationship between The Great Greek, Inc. and any partnership of which it is a partner, including but not limited to the identification of each such partnership, the percentage of partnership profits The Great Greek, Inc. is entitled to, and all payments made to such partnerships.
3. State what title, position, and business interest Ernest Criezis has in The Great Greek, Inc.

The Commission requests the following documents:

- 1) Copies of all checks (front and back) from The Great Greek, Inc. made out to Ernest and Vicki Criezis as reimbursement for political contributions that are listed in response to question 1 above.
- 2) Articles of incorporation and by-laws of The Great Greek, Inc.
- 3) Corporate minutes relating, referring, or in any way pertaining to the Great Greek, Inc.'s relationship with all partnerships identified in response to question 2 above.

91040843502

**SUSMAN GODFREY**

ATTORNEYS AT LAW

5100 FIRST INTERSTATE BANK PLAZA

1000 LOUISIANA

HOUSTON, TEXAS 77002-5086

(713) 651-9366

TELECOPY (713) 653-7897

1500 SAN JACINTO TOWER

2121 SAN JACINTO STREET

DALLAS, TEXAS 75201-8701

(214) 754-1900

BARRY C. BARNETT  
FRANCI N. BECK  
ERNEST J. BLANSFIELD, JR.  
OPHELIA S. CAMERA  
JEFFREY W. CHAMBERS  
TRACY K. CHRISTOPHER  
RICHARD S. DRUBEL  
WM. B. EMMONS  
PARKER C. FOLSE III  
JEFF L. FRAZIER  
F. ERIC FRYAN  
H. LEE GODFREY, P.C.  
BARBARA LOWE  
NEAL S. MANNE  
KENNETH S. MARKS  
ERIC J. MAYER

JOHN B. McARTHUR  
JAMES T. McCARTY  
KENNETH E. McNEIL  
KAREN A. OSHMAN  
TERRELL W. OXFORD, P.C.  
THOMAS W. PATTERSON  
RUTH L. RICHARD  
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STEPHEN D. SUSMAN, P.C.  
MAX L. TRIBBLE, JR.  
E. LAWRENCE VINCENT, JR.  
MARK L. D. WAWRO  
WILLIAM H. WHITE  
EVELYN JO WILSON  
RANDALL W. WILSON

WRITER'S DIRECT DIAL NUMBER:

(713) 653-7827

February 14, 1990

MUR 2993

**VIA TELECOPY**

Mark Allen, Esq.  
General Counsel  
Federal Election Commission  
999 E Street, N. W.  
Washington, D. C. 20463

Re: Criezis/Federal Election Commission

Dear Mark:

This letter is to confirm your representation to my secretary by telephone earlier today that The Great Greek Inc.'s responses to the Commissioner's February 6 "reason to believe" letter and the accompanying discovery requests will be due 15 days from today (February 28).

Thank you for your assistance.

Sincerely,



Neal S. Manne

JSH-nsm-6567

Attachment

cc: Roger Witten, Esq. (via telecopy)  
Tina Ament, Esq.  
Wilmer, Cutler & Pickering  
2445 M Street, N. W.  
Washington, D. C. 20037-1420

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FEDERAL ELECTION COMMISSION  
OFFICE OF GENERAL COUNSEL  
90 FEB 20 PM 3:51

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**SUSMAN GODFREY**

ATTORNEYS AT LAW  
5100 FIRST INTERSTATE BANK PLAZA  
1000 LOUISIANA  
HOUSTON, TEXAS 77002-5096  
(713) 651-9366

TELECOPY (713) 653-7897

1500 SAN JACINTO TOWER  
12121 SAN JACINTO STREET  
DALLAS, TEXAS 75201-6701  
(214) 754-1900

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90 FEB 21 AM 10:46

BARRY C. BARNETT  
FRANCI N. BECK  
ERNEST J. BLANSFIELD, JR.  
OPHELIA S. CAMERA  
JEFFREY W. CHAMBERS  
TRACY K. CHRISTOPHER  
RICHARD S. DRUBEL  
W. B. ENHONS  
PARKER C. FOLSE III  
JEFF L. FRAZIER  
F. ERIC FRYAN  
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BARBARA LOWE  
NEAL S. MANNE  
KENNETH S. MARKS  
ERIC J. MAYER

JOHN B. MARTIN  
JAMES T. MCCARTY  
KENNETH E. McNEIL  
KAREN A. OSHMAN  
TERRELL W. OXFORD, P.C.  
THOMAS W. PATERSON  
RUTH L. RICKARD  
LEIGH ELIZABETH ROBERTS  
MARY KATHRYN SAMMONS  
STEPHEN D. SUSMAN, P.C.  
MAX L. TRIBBLE, JR.  
E. LAWRENCE VINCENT, JR.  
MARK L. D. WAWRO  
WILLIAM H. WHITE  
EVELYN JO WILSON  
RANDALL W. WILSON

WRITER'S DIRECT DIAL NUMBER:

(713) 653-7827

February 14, 1990

**VIA TELECOPY**

Mark Allen, Esq.  
General Counsel  
Federal Election Commission  
999 E Street, N. W.  
Washington, D. C. 20463

Re: Criezis/Federal Election Commission

Dear Mr. Allen:

As I explained to you on the telephone earlier today, my firm and Mr. Witten's firm represent not only Mr. and Mrs. Criezis and the partnership in this matter, but the Great Greek, Inc. as well. I am attaching to this letter a copy of a new Statement of Designation of Counsel, formalizing our representation of the corporation.

In its February 6 letter, the FEC notes that we should make a written request if we are "interested in pursuing pre-probable cause conciliation" pursuant to 11 C.F.R. §111.18(d). Please consider this letter the corporation's formal request for pre-probable cause conciliation. As you are aware, we were perfectly willing to engage in conciliation even before the issuance of a "reason to believe" letter, but our offer to do so was declined by the Commission. We would like to meet with the Commission staff at its convenience to discuss the possibility of settlement.

The February 6 letter encloses a request for production of documents and also poses some interrogatories. As I mentioned to you in our telephone conversation earlier today, my hope is that our formal request for conciliation will have the effect of suspending, during settlement discussions, the interrogatories and document requests. If, during the course of those discussions, the Commission has need for particular documents or information, we certainly will provide it.

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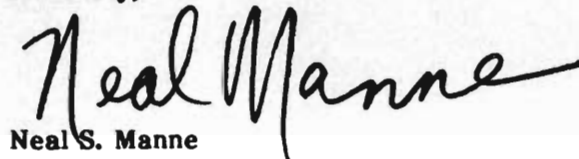
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OFFICE OF GENERAL COUNSEL  
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Mark Allen, Esq.  
February 14, 1990  
Page 2

If, on the other hand, the request for conciliation does not suspend the interrogatories and requests for production of documents, I suggest that Interrogatory No. 1 be narrowed. The interrogatory requests a list of "all payments made by the Great Greek Inc. to Ernest or Vicki Criezis during 1988," stating the date, amount, and purpose of each payment. The Great Greek Inc. is a close corporation controlled by Mr. Criezis. To comply with the literal terms of Interrogatory No. 1 would be extraordinarily burdensome and time-consuming, yet would shed no particular light on the issue being investigated by the Commission. It should be sufficient simply to list any and all payments made by the Great Greek Inc. to Ernest or Vicki Criezis during 1988 that related in any way to a political campaign or political contribution. Surely other payments by the corporation have no relevance to the Commission's investigation. Please advise me whether the Commission will narrow Interrogatory No. 1 without the necessity of our filing a formal objection.

I would appreciate a prompt response to the issues raised in our conversation and in this letter.

Sincerely,



Neal S. Manne

JSH-nsm-6567

Attachment

cc: Roger Witten, Esq. (via telecopy)  
Wilmer, Cutler & Pickering  
2445 M Street, N. W.  
Washington, D. C. 20037-1420

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STATEMENT OF DESIGNATION OF COUNSEL

RECEIVED  
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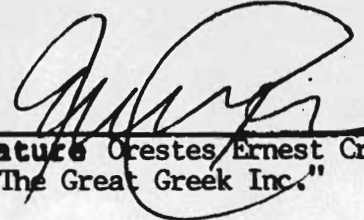
MDR 2993

90 FEB 26 AM 9:20

NAME OF COUNSEL: Neal S. Manne  
Susman Godfrey  
ADDRESS: 5100 First Interstate Bank Plaza  
1000 Louisiana  
Houston, Texas 77002-5096  
Telephone: (713) 651-9366  
Roger Witten  
Kristina Ament  
Wilmer, Cutler & Pickering  
2445 M Street, N. W.  
Washington, D. C. 20037-1420  
(202) 663-6000

The above-named individual is hereby designated as my  
counsel and is authorized to receive any notifications and other  
communications from the Commission and to act on my behalf Before  
the Commission.

February 23, 1990  
Date

  
Signature Orestes Ernest Criezis  
"for The Great Greek Inc."

RESPONDENT'S NAME: The Great Greek Inc.  
ADDRESS: 13362 Ventura Boulevard  
Sherman Oaks, California 91423  
HOME PHONE:  
BUSINESS PHONE: (818) 905-5250

90 FEB 26 PM 2:51

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21040843506



066 5554

**SUSMAN GODFREY**

ATTORNEYS AT LAW

5100 FIRST INTERSTATE BANK PLAZA

1000 LOUISIANA

HOUSTON, TEXAS 77002-5096

(713) 651-9366

TELECOPY (713) 653-7897

1500 SAN JACINTO TOWER

2121 SAN JACINTO STREET

DALLAS, TEXAS 75201-6701

(214) 754-1200

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**HAND DELIVERED**

BARRY C. BARNETT  
FRANCI N. BECK  
ERNEST J. BLANSFIELD, JR.  
OPHELIA S. CAMINA  
JEFFREY W. CHAMBERS  
TRACY K. CHRISTOPHER  
RICHARD S. DRUSEL  
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PARKER C. FOLSE III  
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KENNETH E. McNEIL  
KAREN A. OSHMAN  
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E. LAWRENCE VINCENT, JR.  
MARK L. D. WAWRO  
WILLIAM H. WHITE  
EVELYN JO WILSON  
RANDALL W. WILSON

WRITER'S DIRECT DIAL NUMBER

(713) 653-7827

February 27, 1990

**VIA TELECOPY**

Federal Election Commission  
999 E Street, N. W.  
Washington, D. C. 20463

Re: **MUR 2993**  
**Criezis/Federal Election Commission**

Dear Sirs:

Enclosed for filing is the following:

1. Answers of the Great Greek, Ltd. to the Federal Election Commission's Interrogatories and Request for Production of Documents.

As this filing is by telecopy, we will be sending you a hard copy (including the original signed Declaration of O. Ernest Criezis) by Federal Express.

Sincerely,



Neal S. Manne

JSH-nsm-6567

Attachment

cc: Mark Allen, Esq. (via telecopy)  
General Counsel  
Federal Election Commission  
999 E Street, N. W.  
Washington, D. C. 20463

90 MAR -1 PM 2:31

RECEIVED  
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OFFICE OF GENERAL COUNSEL

91040843507

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of

MUR 2993

ANSWERS OF THE GREAT GREEK, LTD. TO  
THE FEDERAL ELECTION COMMISSION'S INTERROGATORIES

Interrogatory No. 1: List any and all payments made by The Great Greek, Ltd. to Ernest or Vicki Criezis during 1988. State the date and amount, and explain the purpose of each payment.

Answer

The Great Greek, Ltd. is responding to this interrogatory pursuant to an agreement between Neal Manne, one of respondent's counsel, and Mark Allen of the Commission's Office of General Counsel. As narrowed, the interrogatory requests only information concerning payments relating in any way to a political campaign or political contribution. On August 31, 1988, the Great Greek, Ltd. wrote a check to Ernest Criezis for \$5,000. The check was partial reimbursement for an August 29, 1988, \$10,000 contribution by Ernest and Vicki Criezis to Victory Fund '88/Federal Account. A copy of the check is supplied herewith.

Interrogatory No. 2: Identify the corporate partners in The Great Greek, Ltd. partnership. Describe the relationship between the corporate partner(s) and the partnership, including

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but not limited to what percentage of partnership profits each corporation is entitled to.

Answer

The only corporate partner in the Great Greek, Ltd. partnership is the Great Greek, Inc. The Great Greek, Inc. is a California corporation that is the general partner in the Great Greek, Ltd. The Great Greek, Inc. is entitled to 50 percent of the net partnership profit. It also receives a \$75,000 per year fee for managing the Great Greek cafe.

Interrogatory No. 3: State what position and business interest Ernest Criezis has in The Great Greek, Ltd.

Answer

Ernest Criezis owns a one-third interest in and is president of the Great Greek, Inc., the general partner in the Great Greek, Ltd. In addition, Spero Criezis - who also owns a one-third interest in The Great Greek, Inc. - has irrevocably assigned his voting rights to Ernest Criezis. Ernest Criezis has day to day responsibility for the management of The Great Greek cafe and partnership affairs.

\* \* \* \*

With respect to Interrogatory No. 1, Ernest and Vicki Criezis could provide testimony. With respect to Interrogatories No. 2 and 3, Ernest Criezis could provide testimony. In addition to counsel, Ernest Criezis assisted in drafting the foregoing interrogatory responses.

91040343509



1190cri.006  
February 23, 1990

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of

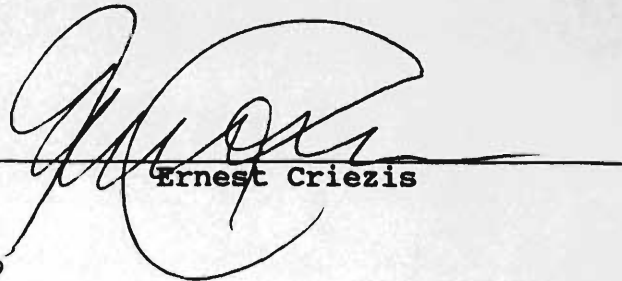
NUR 2993

DECLARATION OF ERNEST CRIEZIS

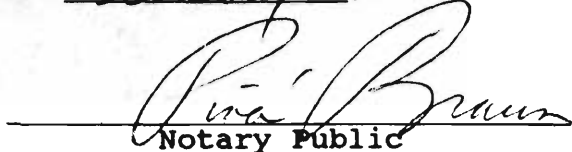
I have reviewed the foregoing Answers of the Great Greek, Ltd. to the Federal Election Commission's Interrogatories. On oath, I swear and affirm that the answers are true and correct to the best of my belief. I am authorized to make these answers on behalf of Great Greek, Ltd.

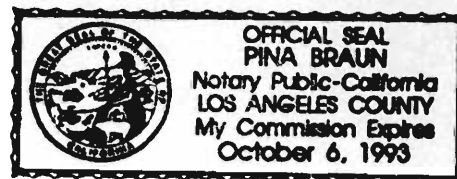
Dated:

February 27, 1990

  
Ernest Criezis

Subscribed and sworn to  
before me this 27th day  
of February, 1990.

  
Notary Public



91040843510

RECORDING REQUESTED BY  
AND WHEN RECORDED  
RETURN TO:

The Great Greek, Inc.  
A California Corporation  
8481 Melrose Place  
Los Angeles, California 90069

Attn: Ernest and Spero Criezis

CERTIFICATE AND  
AGREEMENT OF  
LIMITED PARTNERSHIP

OF

CAPE PIAF, A CALIFORNIA LIMITED PARTNERSHIP

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THE LIMITED PARTNERSHIP INTERESTS ISSUED PURSUANT TO THIS AGREEMENT HAVE BEEN MADE PURSUANT TO A NON-PUBLIC OFFERING, AND ACCORDINGLY, IN CONFORMITY WITH CALIFORNIA CORPORATIONS CODE SECTION 25102(f). THE PRIVATE OFFERING EXEMPTION UNDER SECTION 4(2) OF THE SECURITIES ACT OF 1933, AS AMENDED, AND THE RULES AND REGULATIONS PROMULGATED THEREUNDER BY THE SECURITIES AND EXCHANGE COMMISSION. SUCH INTERESTS HAVE NOT BEEN QUALIFIED WITH THE COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA, NOR REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION. THE REGISTERED HOLDER OF SAID LIMITED PARTNERSHIP INTEREST HAS EXECUTED AN INVESTMENT REPRESENTATION WITH RESPECT THERETO. ACCORDINGLY, THE SALE, TRANSFER, PLEDGE, HYPOTHECATION OR OTHER DISPOSITION OF ANY OF SAID LIMITED PARTNERSHIP INTERESTS IS RESTRICTED AND MAY NOT BE ACCOMPLISHED EXCEPT IN ACCORDANCE WITH SUCH INVESTMENT REPRESENTATION, AND THIS AGREEMENT.

Exhibit "A"

A-1

CERTIFICATE AND AGREEMENT  
OF  
LIMITED PARTNERSHIP  
OF CAFE PIAF,

A California Limited Partnership

THIS CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP (hereinafter "Agreement"), dated as of September \_\_, 1983, is entered into by The Great Greek, Inc., a California corporation (hereinafter the "General Partner"), and the individuals listed in Exhibit "A" attached hereto and made a part hereof, as the Limited Partners, who agree upon the following terms and conditions:

ARTICLE 1

ORGANIZATION

1.1 Formation. The General Partner and the Limited Partners agree to form a limited partnership (the "Partnership" herein) pursuant to the Uniform Limited Partnership Act of the State of California as set forth in Chapter 2 of Title 2 of the California General Corporation Law.

1.2 Name. The name of the Partnership shall be Cafe Piaf, a California limited partnership; provided, however, that the name of the Partnership may be changed by the General Partner from time to time, upon notice to the Limited Partners.

ARTICLE 2

PRINCIPAL PLACE OF BUSINESS

The principal place of business of the Partnership shall initially be located at 8481 Melrose Place, Los Angeles, California 90069, but, after purchase as set forth herein, shall be located at 13362 and



13366 Ventura Boulevard, Sherman Oaks, Los Angeles, California, or at such other place or places as the General Partner may hereafter determine.

### ARTICLE 3

#### BUSINESS

The business of the Partnership shall be to own, operate and, in the sole discretion of the General Partner, sell a restaurant to be located in the County of Los Angeles to be named "Cafe Piaf" pursuant to a non-exclusive license agreement between The Great Greek, Inc., individually, and the Partnership in substantially the form of Exhibit "B" hereto (the "License Agreement"). The tangible and intangible assets of the Partnership (including goodwill) pertaining to its restaurant enterprise or otherwise are hereinafter referred to as the "Partnership Property".

### ARTICLE 4

#### TERM

The Partnership shall commence upon the date of recordation of this Certificate and Agreement of Limited Partnership and shall continue for a period of twenty (20) years thereafter unless sooner terminated because of the dissolution and winding up of the Partnership in accordance with the provisions of Article 14 hereof or by operation of law.

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ARTICLE 5

DEFINITIONS

When used in this Agreement, the following terms shall have the meanings set forth below:

5.1 Adjusted Capital Contribution. "Adjusted Capital Contribution" in respect of any Partner shall mean the Initial Investment of such Partner, increased by any additional capital contributions made by such Partner, and decreased by the amount of any distributions received by such Partner pursuant to Sections 8.2 and 8.4 hereof.

5.2 Cash Available for Distribution. "Cash Available for Distribution" at any time shall mean such cash on hand and in banks as in the General Partner's sole discretion is then available for distribution to the Partners after all current debts and obligations of the Partnership have been paid or provisions therefor have been made and a reasonable reserve for operating expenses and for normal working capital has been set aside by the General Partner (which reserve shall be determined by the General Partner in its sole and absolute discretion).

5.3 Capital Account. "Capital Account" shall mean a general ledger account to be kept for each Partner to which shall be added (as of the end of each accounting period) all capital contributions of such Partner, increased by the amount of Net Profits allocated to such Partner and decreased by the amount of:

- (a) Net Losses allocated to such Partner, and
- (b) All distributions made to such Partner.

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5.4 General Partner. "General Partner" shall mean The Great Greek, Inc., a California corporation, or any successor elected in its place pursuant to the provisions of this Agreement.

5.5 Initial Investment. "Initial Investment" in respect of any Partner shall mean the amount set forth opposite his or its name under the caption "Initial Investment" on Exhibit "A" attached hereto and made a part hereof.

5.6 Limited Partners. "Limited Partners" shall mean the Limited Partners set forth on Exhibit "A" attached hereto and such other persons who are admitted to the Partnership either as additional or substituted Limited Partners and who are then owners of an interest in the Partnership. Reference to a "Limited Partner" shall mean any one of the Limited Partners.

5.7 Net Profits and Net Losses. The terms "Net Profits" and "Net Losses" shall mean the Partnership's net profits and net losses as ascertained for federal income tax purposes through the use of the Partnership's tax and accounting principles consistently applied.

5.8 Partners. "Partners" shall mean collectively the General Partner and the Limited Partners. Reference to a Partner shall mean any one of the Partners.

5.9 Partnership. "Partnership" shall mean the limited partnership created under this Agreement.

5.10 Percentage Interest. The "Percentage Interest" of any Limited Partner shall mean that fraction, expressed as a percentage, having as its numerator the Adjusted Capital Contribution of such Limited Partner at the time such percentage is determined and having



as its denominator the aggregate Adjusted Capital Contributions of all Limited Partners at such time. Percentage Interests shall be adjusted as of the day any changes occur in the Adjusted Capital Contribution of any one Limited Partner or in the aggregate Adjusted Capital Contributions of all Limited Partners.

## ARTICLE 6

### PARTNERS, CAPITAL CONTRIBUTIONS AND STATUS

6.1 General Partner. Upon the formation of the Partnership, the General Partner shall contribute Twenty-Five Thousand Dollars (\$25,000.00) to the capital of the Partnership. Payment of such contribution may be made, at the sole discretion of the General Partner, by contributing to the Partnership various out-of-pocket costs and expenses previously incurred by the General Partner for the benefit of the Partnership, with the balance of the \$25,000.00 to be paid in cash at the time of the formation of the Partnership.

6.2 Limited Partners. Each Limited Partner of the Partnership shall make the case capital contribution to the Partnership as described in Exhibit "A" attached hereto.

6.3 Additional Capital Contributions. No Partner shall be required to contribute additional capital in excess of his or its Initial Investment; provided, however, that a Partner may contribute additional capital with the consent of the General Partner and Limited Partners owing 51% of the Percentage Interests in the Partnership, in which event such contributing Partner shall have his Adjusted Capital Contribution adjusted accordingly and all Limited Partners shall have their Percentage Interests adjusted accordingly. Nothing

shall be construed herein to preclude the General Partner or its shareholders from contributing additional capital with the consent of Limited Partners owning 51% of the Percentage Interests in the Partnership.

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6.4 Limited Liability. Although each Limited Partner is personally liable to the Partnership for payment of his capital contribution set forth in Exhibit "A" attached hereto, pursuant to the Uniform Limited Partnership Act of the State of California, no Limited Partner will be bound by, or personally liable for, the expenses, liabilities or obligations of the Partnership; provided, however, the Initial Investment of a Limited Partner shall be subject to the risks of the business of the Partnership and subject to the claims of the Partnership's creditors and, that after any Limited Partner has received the return of any part of his Initial Investment, he will be liable to the Partnership only for:

(a) his proportionate share of any sum, not to exceed the amount of such return of his Initial Investment, necessary to discharge any liabilities of Partnership creditors (including to the General Partner) whose claims existed at the times such returns of Initial Investment were made; and

(b) his proportionate share of any sum, not to exceed the amount of such return of Initial Investment wrongfully distributed to him and necessary to discharge any liabilities of the Partnership to any creditors (including the General Partner).

6.5 Role of Limited Partner. No Limited Partner shall take part in or interfere in any manner with the conduct or control of the business of the Partnership or have any right or authority to

act for or on behalf of the Partnership.

6.6 No Priorities of Limited Partners. No Limited Partner shall have the right to withdraw or reduce his contribution to the capital of the Partnership except as a result of the dissolution of the Partnership or as otherwise provided by and in accordance with the California Uniform Limited Partnership Act, and no Limited Partner shall have the right to demand or receive property other than cash in return for his contribution to the Partnership or shall have priority over any other Limited Partner, either as to the return of contributions of capital to the Partnership or as to profits, losses or distributions.

6.7 Loans to Partnership. The General Partner may in its sole discretion lend funds to the Partnership on a secured or unsecured basis; provided, however, nothing herein shall be construed to require the General Partner to lend funds to the Partnership. In the event the General Partner lends funds to or advances money on behalf of the Partnership on an unsecured basis, the General Partner shall have all the rights of a general creditor, except as provided in the California Uniform Limited Partnership Act, or as a secured creditor, if security is granted by the Partnership to the General Partner in respect of such loan or advance. No loan made by the General Partner to the Partnership shall increase the General Partner's interest in the Partnership. Any loan made to the Partnership by the General Partner shall bear interest at the lower of the maximum interest rate permitted by law in the State of California or a rate equal to the prime rate of interest charged from time to time by Crocker National Bank, Studio City Office,



California, in either event adjusted quarterly.

6.8 Interest on Capital Accounts. No Partner shall be entitled to interest on his or its Capital Account.

## ARTICLE 7

### EXPENSES OF THE GENERAL PARTNER

The General Partner shall charge the Partnership for all out-of-pocket expenses incurred by it and/or its affiliates in connection with the formation of the Partnership and the Partnership's business, and shall allocate to the Partnership on any basis selected by the General Partner in good faith which is consistent with good accounting practice a portion of any and all expenses, including general and administrative expenses, incurred by the General Partner and/or its affiliates for the mutual benefit of the Partnership and any other person or persons. Any advances or payments made by the General Partner for or on behalf of the Partnership may be treated, at the election of the General Partner, as a loan to the Partnership under Section 6.7 hereof, if not fully reimbursed within thirty (30) calendar days from the date of advance or payment.

## ARTICLE 8

### ALLOCATION OF PROFITS, LOSSES AND DISTRIBUTIONS

#### 8.1 Allocation of Net Profits and Net Losses.

(a) Net Losses. Net Losses resulting from the operations of the Partnership in the normal course shall be allocated as follows:

(i) ninety-nine percent (99%) to the Limited Partners and one percent (1%) to the General Partner until the Limited Partners shall have been allocated Net Losses equal to the sum of their

Adjusted Capital Contributions and Net Profits theretofore allocated to the Limited Partners; and

(ii) thereafter, one hundred percent (100%) to the General Partner.

(b) Net Profits. Net Profits resulting from the operations of the Partnership in the normal course shall be allocated as follows:

(i) first, one hundred percent (100%) to the Limited Partners until the Limited Partners shall have been allocated Net Profits equal to one-half the capital contributions of the Limited Partners;

(ii) thereafter, eighty percent (80%) to the Limited Partners until they shall have been allocated Net Profits equal to seventy-five percent (75%) of the capital contributions of the Limited Partners and twenty percent (20%) to the General Partner;

(iii) thereafter, sixty percent (60%) to the Limited Partners and forty percent (40%) to the General Partner until the aggregate Net Profits so allocated to the Limited Partners shall have equalled the capital contributions of the Limited Partners; and

(iv) thereafter, fifty percent (50%) to the Limited Partners and fifty percent (50%) to the General Partner.

8.2 Cash Distributions. Distributions of Cash Available for Distribution derived from the operations of the Partnership in the normal course may be made only if, in the absolute judgment and discretion of the General Partner, they will not in any way jeopardize or limit the business activities or prospects of the Partnership. Subject to the foregoing, it is the intention of the

General Partner that distributions of Cash Available for Distribution be made not more often than quarterly. Distributions of Cash Available for Distribution shall be made in accordance with the following order of priority:

(a) First, one hundred percent (100%) to the Limited Partners until the aggregate payments of Cash Available for Distribution made to the Limited Partners shall have equalled one-half the capital contributions of the Limited Partners;

(b) thereafter, eighty percent (80%) to the Limited Partners and twenty percent (20%) to the General Partner until the aggregate payments of Cash Available for Distribution made to the Limited Partners pursuant to this subparagraph and subparagraph (a) above shall have equalled seventy-five percent (75%) of the capital contribution of the Limited Partners;

(c) thereafter, sixty percent (60%) to the Limited Partners and forty percent (40%) to the General Partner until the aggregate payments of Cash Available for Distribution made to the Limited Partners shall have equalled the capital contributions of the Limited Partners; and

(d) thereafter, fifty percent (50%) to the Limited Partners and fifty percent (50%) to the General Partner.

8.3 Allocation of Net Profits and Net Losses in Certain Capital Transactions. The Net Losses of the Partnership derived from any sale of all or any portion of the Partnership Property, from any condemnation or similar proceeding or from any casualty covered by insurance or from any other capital event in any fiscal year shall be allocated to and apportioned among the Partners at



the end of such fiscal year in accordance with Section 8.1(a) hereof. The Net Profits from any such capital event shall be allocated as follows:

(a) one hundred percent (100%) to the Limited Partners to the extent of their aggregate Adjusted Capital Contributions;

(b) thereafter, one hundred percent (100%) to the General Partner to the extent of its Adjusted Capital Contribution; and

(c) thereafter, fifty percent (50%) to the Limited Partners and fifty percent (50%) to the General Partner.

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**8.4 Capital Gains Distributions.** Subject to provisions of Article 14 with respect to distributions upon dissolution of the Partnership, the Cash Available for Distribution derived by the Partnership from unused capital contributions, from any sale of all or any portion of the Partnership Property, from any condemnation or similar proceeding, from any casualty covered by insurance or from any other capital event shall be distributed only if in the judgment of the General Partner such distribution will not jeopardize or limit the business or prospects of the Partnership. Subject to the foregoing, Cash Available for Distribution under this Section 8.4 shall be distributed as follows:

(a) one hundred percent (100%) to the Limited Partners to the extent of their aggregate Adjusted Capital Contributions;

(b) thereafter, one hundred percent (100%) to the General Partner to the extent of its Adjusted Capital Contribution; and

(c) thereafter, fifty percent (50%) to the Limited Partners and fifty percent (50%) to the General Partner.

**8.5 Tax Credits.** Any tax credit to which the Partners may

be entitled by virtue of the activities of the Partnership shall be allocated to the Partners in accordance with Section 8.1 hereof as of the date such entitlement arises.

## ARTICLE 9

### BOOKS, RECORDS, ACCOUNTING AND REPORTS

9.1 Books and Records. The Partnership's books and records, together with copies of all of the documents and papers pertaining to the business of the Partnership, shall be kept at the principal place of business of the Partnership and at all reasonable times upon reasonable notice shall be open to the inspection of and may be copied and excerpts taken therefrom by any Partner or his duly authorized representative provided that such inspection is made in good faith and without any intent to damage the Partnership or any of the Partners. The books and records of the Partnership shall be kept in accordance with a generally accepted method of accounting, consistently applied, and shall reflect all Partnership transactions and be appropriate and adequate for the Partnership's business.

9.2 Reports; Fiscal Year. As soon after the close of each fiscal year (which shall be the calendar year) as is reasonably practicable (not to exceed ninety (90) days), a full and accurate inventory and accounting shall be made of the affairs of the Partnership as of the close of such fiscal year. Upon such accounting being made, the Net Profits or Net Losses sustained by the Partnership during such fiscal year shall be ascertained and credited or debited, as the case may be, in the books of account of the Partnership to the Partners in the proportion specified in this Agreement.

Commencing with the month following the first full month of operations of the restaurant business to be conducted by the Partnership, the General Partner shall prepare and forward to the Limited Partners unaudited financial information summarizing the results of operations of the Partnership's business for the preceding month, the form and extent of which shall be in the sole discretion of the General Partner.

9.3 Tax Returns. The General Partner shall cause income tax returns for the Partnership to be prepared and filed with the appropriate authorities and a report shall be transmitted to each Partner indicating his or its share of the Net Profits, Net Losses and/or tax credits for such year for federal and state income tax purposes.

9.4 Bank Accounts. All funds of the Partnership shall be deposited in the name of the Partnership in such bank account or other accounts, including, in the sole discretion of the General Partner, money market funds or other short term investments, as shall be determined by the General Partner. All withdrawals therefrom shall be made upon checks signed on behalf of the Partnership by the General Partner or by any person or persons authorized by the General Partner to sign checks on behalf of the Partnership.

#### ARTICLE 10

##### RIGHTS, POWERS AND DUTIES OF GENERAL PARTNER; RESTRICTIONS

10.1 Management and Control. The General Partner shall have exclusive authority to direct and manage the affairs of the Part-



nership with all rights and powers which are generally conferred by law or are necessary or appropriate for its management of the Partnership's business, including, without limiting the generality of the foregoing, the right and authority to sell all or substantially all of the Partnership Property on such terms and conditions as the General Partner, in its sole discretion, deems appropriate.

10.2 Additional Powers; Prohibited Acts. By way of extension of the foregoing, and not in limitation thereof, the General Partner shall have all of the rights and powers and shall be subject to all the restrictions and liabilities of a partner in a partnership without limited partners, except that the General Partner shall have no authority to:

- (a) do any act in contravention of this Agreement;
- (b) do any act which would make it impossible to carry on the ordinary business of the Partnership;
- (c) confess a judgment against the Partnership;
- (d) possess Partnership assets or assign the rights of the Partnership in any Partnership assets for other than a Partnership purpose; and
- (e) continue the business of the Partnership after its retirement, removal, adjudication of bankruptcy, insolvency, or dissolution, except as otherwise provided in this Agreement.

10.3 Other Business Ventures. Subject to the provisions of this Section 10.3, any partner, or any shareholder, officer, director, employee or other person holding a legal or beneficial interest in an entity which is a Partner, may engage in or possess an interest in other business ventures of any nature and description, indepen-

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dently or with others; and neither the Partnership nor any other Partner shall have any rights by virtue of this Agreement in or to such independent ventures or the income or profits derived therefrom. In this regard, it is agreed and understood that the General Partner and/or its affiliates, including its officers and shareholders, Ernie Criezis and/or Spero Criezis, may own and operate, either directly or indirectly, other restaurants under the same name or names, and/or otherwise embodying the same concepts and themes as may be used for or by the restaurant business to be conducted by the Partnership, provided such restaurant(s) are located outside of a three (3) mile geographic radius from the restaurant owned by the Partnership, and neither the Partnership nor any Partner shall have any rights to the income or profits therefrom or to such name or any similar name (other than as provided to the Partnership by the License Agreement), concepts or themes, or otherwise to participate in any such venture except and to the extent of the following: In the event that the General Partner and/or Ernie Criezis or Spero Criezis develop any other Cafe Piaf restaurant, and in the event the ownership thereof is syndicated on a basis reasonably similar to the offering of the Partnership Interests in this Partnership, then the Limited Partners herein, in their individual capacities, shall have the right of first refusal to participate therein on whatever terms are then being generally offered to other investors.

The fact that a Partner is employed by or is directly or indirectly interested in or connected with any person employed

by the Partnership to render services or perform a service shall not prohibit the General Partner or its affiliates from employing such person or otherwise dealing with him. In such event, neither the Partnership nor any of the other Partners as such shall have any right in or to any income or profits derived from such employment; nor shall such employment change the status of a Partner as a Limited Partner hereunder.

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10.4 Management Fee. Group Enterprises, Inc., an affiliate of the General Partner shall be paid a management fee by the Partnership for the provision of the services of Ernest and/or Spero Criezis on a part-time and non-exclusive basis, to supervise the management and operations of the restaurant owned by the Partnership, payable monthly commencing with the first month of operations of the restaurant, at the annual rate of Seventy-Five Thousand Dollars (\$75,000.00). The management fee shall terminate upon the death or permanent and total disability (as determined by the General Partner, in its sole discretion) of both Ernest Criezis and Spero Criezis. Any increase in the management fee will be subject to the prior approval of Limited Partners holding fifty-one percent (51%) of the Percentage Interests in the Partnership.

10.5 Time Devoted to Partnership Affairs. The General Partner need devote only such time to the affairs of the Partnership as it deems necessary to properly manage the Partnership affairs and may delegate at the cost of the Partnership such duties and authority in connection with the management and operation of the Partnership and its restaurant business as the General Partner deems necessary or appropriate, in its sole and absolute discretion.



**10.6 Limited Liability of General Partner; Indemnification.**

Neither the General Partner nor its affiliates shall be liable, responsible or accountable in damages or otherwise to any of the Limited Partners or to the Partnership for any act performed by any of them, or for any omission or failure to act, if the performance of such act or omission or failure is within the scope of the authority conferred upon any of them by this Agreement or by law, except for acts of gross negligence, reckless disregard of duties, malfeasance or misfeasance. Without limiting the generality of the foregoing, it is expressly agreed that neither the General Partner nor its affiliates shall be personally liable for the return of capital or any contributions of the Limited Partners to the Partnership, such return to be made to solely from Partnership assets, nor shall the General Partner or its affiliates be liable to the Partnership or to any Limited Partner for any negative or debit balances in their capital accounts. No Partner shall be liable or responsible in damages or otherwise to any other Partner for acts performed in good faith within the scope of this Agreement. The Partnership shall indemnify the General Partner and its affiliates and hold them harmless from and against any and all loss, damage, liability and expense, including costs and reasonable attorneys' fees, to which any of them may be put or which any of them may incur by reason of or in connection with any act performed by the General Partner or its affiliates, or any omission or failure to act, if the performance of such act or such omission or failure is within the scope of the authority conferred upon the General Partner by this Agreement or by law.

10.7 Good Faith Reliance. The performance of any act or the failure to perform any act by the General Partner or its affiliates, the effect of which may cause or result in loss or damage to the Partnership, if done in good faith pursuant to the advice of counsel or if done in good faith to promote the best interests of the Partnership, will not subject the General Partner or its affiliates to any liability.

## ARTICLE 11

### TRANSFER OF PARTNERSHIP INTERESTS

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11.1 No Transfer of General Partnership Interest. The General Partner shall not have the right to sell, assign or hypothecate all or any portion of its general partnership interest in the Partnership nor any interest in Net Profits, Net Losses, Cash Available for Distribution or tax credits without the prior approval of Limited Partners holding fifty-one percent (51%) of the Percentage Interests in the Partnership; provided, however, nothing in this Section 11.1 shall be construed to prohibit or require the consent of Limited Partners to the sale or other transfer of not more than forty-nine percent (49%) in the event of the death or permanent and total (as determined by the General Partner, in its sole discretion) disability of Ernest and/or Spero Criezis.

11.2 Restrictions on Transfers of a Limited Partner's Interest. A Limited Partner may assign or hypothecate his interest in the Partnership, provided that prior written notice of such assignment is given to the General Partner and provided further:

(a) Compliance with Securities Laws. In the opinion of

the General Partner and its legal counsel, such assignment or hypothecation is exempt from registration under the Securities Act of 1933, as amended, and would comply with any applicable state securities laws;

(b) Suitability. The proposed assignee meets the suitability standards of the Partnership and state and federal securities laws and all other applicable law; and

(c) Written Consent. The written consent of the General Partner to such assignment is obtained, the granting or withholding of which shall be within the sole and absolute discretion of the General Partner.

The assignment shall be effective as of the first day of the calendar month succeeding the month in which all of the foregoing requirements have been met. Unless and until admitted as a substituted Limited Partner pursuant to Article 12 hereof, an assignee shall have only the right to receive the share of the Net Profits, Net Losses, Cash Available for Distribution and tax credits to which his assignor would otherwise be entitled in respect of the Partnership interest assigned. The Partnership shall, after the effective date of the assignment, credit all Net Profits, Net Losses, and tax credits and pay all further distributions of Cash Available for Distribution on account of the Partnership interest so assigned to the assignee. In the absence of notice to the General Partner of the assignment of any Partnership interest, whether by operation of law or otherwise, any payment to an assigning Limited Partner or assignee or to his executors, administrators or legal representatives shall acquit the Partnership and the General Partner of



liability, to the extent of such payment, to any other person or entity which may be interested in such payment. No assignment of a Partnership interest by a Limited Partner shall relieve the assignor of his obligations hereunder whether arising prior or subsequent to such assignment, nor shall any such assignment require an accounting by the General Partner to more than one party, who, if there be more than one assignee, shall be a party unanimously designated by the assignees, or, if he shall have retained an interest thereunder, the assignor.

## ARTICLE 12

### SUBSTITUTED LIMITED PARTNERS

12.1 Restrictions on Substitution. Notwithstanding anything in this Agreement to the contrary:

(a) no Limited Partner shall have the right to substitute an assignee as a contributor in his place, and

(b) no assignee of the whole or any portion of a Limited Partner's Partnership Interest shall become a substituted Limited Partner in place of his assignor, unless all of the following conditions are satisfied:

(i) a duly executed and acknowledged written instrument of assignment which is satisfactory in form and substance to the General Partner is filed with the Partnership setting forth the intention of the assignor that the assignee become a substituted Limited Partner in his place;

(ii) the assignor and assignee execute and acknowledge such other instrument or instruments as the General Partner

may deem necessary or desirable to effectuate such admission, including the written acceptance and adoption by the assignee of all of the terms and conditions of this Agreement as the same may have been amended;

(iii) the assignee executes and delivers to the General Partner a Power of Attorney, the form and content of which is more fully described in Article 15;

(iv) the written consent of the General Partner to such substitution is obtained, the granting or withholding of which shall be within the sole and absolute discretion of the General Partner; and

(v) an amended certificate of limited partnership listing the assignee as a Limited Partner is recorded in accordance with the laws of the State of California.

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12.2 Waiver of Conditions. Should the General Partner deem, in its sole discretion, that such treatment is in the best interests of the Partnership, then, at the election of the General Partner, an assignee who has not become a substituted Limited Partner by satisfying the conditions hereinabove set forth shall become a substituted Limited Partner in the place of his assignor.

12.3 No Consent of Limited Partner Required. No consent of any Limited Partner is required to effect the substitution of a Limited Partner except that a Limited Partner who assigns his interest must, as hereinabove provided, evidence his intention that his assignee be admitted as a substituted Limited Partner in his place and execute any instruments required in connection therewith.

ARTICLE 13

DEATH, INCOMPETENCY OR DISSOLUTION OF A LIMITED PARTNER

13.1 Death or Legal Incompetency. Upon the death or legal incompetency of an individual Limited Partner, his personal representative shall have all of the rights of a Limited Partner for the purpose of settling or managing his estate, and such power as the decedent or incompetent possessed to constitute a successor as an assignee of his interest in the Partnership and to join with such assignee in making application to substitute such assignee as a Limited Partner.

13.2 Bankruptcy, Insolvency, Etc. Upon the bankruptcy, insolvency, dissolution or cessation of the existence as a legal entity of a Limited Partner, the authorized representative of such Limited Partner shall have all of the rights of a Limited Partner for the purpose of effecting the orderly winding up and disposition of the business of such Limited Partner, and such power as such Limited Partner possessed to constitute a successor as an assignee of his interest in the Partnership and to join with such assignee in making application to substitute such assignee as a Limited Partner.

ARTICLE 14

DISSOLUTION OF THE PARTNERSHIP

14.1 Specified Events. The Partnership shall be dissolved upon the first to occur of the following events:

- (a) the expiration of the term of Partnership;
- (b) the bankruptcy of the General Partner;
- (c) the continued conduct of the business of the



Partnership becoming illegal;

(d) the written election of the General Partner and Limited Partners holding collectively at least fifty-one percent (51%) of the Percentage Interests in the Partnership;

(e) the divestiture of all or substantially all interest of the Partnership in the Partnership Property; or

(f) as otherwise provided by law; provided the death, legal incompetency or dissolution of a Partner or the withdrawal of a Partner or the admission of a new Partner shall not dissolve the Partnership.

14.2 Distribution of Partnership Assets. Upon dissolution of the Partnership resulting from the occurrence of any of the above-described events or by operation of law, the Partnership shall be terminated, in which event the General Partner shall take full account of the Partnership assets and liabilities, and the receivables of the Partnership shall be collected and its assets liquidated as promptly as is consistent with obtaining the fair value thereof; provided, however, that the General Partner may, in its sole and absolute discretion, distribute all or any portion of the assets of the Partnership in kind. Upon dissolution, the Partnership shall engage in no further business thereafter other than that necessary to collect its receivables and liquidate its assets.

14.3 Application of Proceeds. The proceeds from the liquidation of the Partnership assets and collection of the Partnership receivables together with assets distributed in kind, to the extent sufficient therefor, shall be applied and distributed in the following order:

(a) to the expenses of liquidation and the debts of the Partnership, in the order or priority as provided by law, and the claims of secured creditors whose obligations will be assumed or otherwise transferred on the liquidation of Partnership assets;

(b) to the creation of any reserves which the General Partner may deem reasonably necessary;

(c) to the return of capital to the Limited Partners in the amount of the Limited Partners' Capital Accounts;

(d) to the return of capital to the General Partner in the amount of the General Partner's Capital Account; and

(e) thereafter, in accordance with Section 8.2(c) hereof.

14.4 Recourse to Partnership Assets Only. Each Partner shall look solely to the assets of the Partnership for the return of his or its investment, and if the Partnership assets remaining after the payment or discharge of all debts and liabilities of the Partnership are insufficient to return the investment of each Limited Partner, such Limited Partner shall have no recourse against the General Partner or its affiliates or any other Limited Partner.

## ARTICLE 15

### POWER OF ATTORNEY

15.1 Appointment. Each Limited Partner hereby irrevocably constitutes and appoints the General Partner his true and lawful attorney-in-fact, with full power and authority for him, and in his name, to make, execute, acknowledge, publish, file and swear to in the execution, acknowledgement, filing and recording of:

(a) this Agreement and any amendments hereto, and any

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separate or amended certificate of limited partnership, as well as amendments thereto, required under the laws of the State of California, or the laws of any other state in which such instrument is required to be filed;

(b) any certificates, instruments and documents, including fictitious name certificates, as may be required by, and may be appropriate under, the laws of any state or other jurisdiction in which the Partnership is doing or intends to do business;

(c) any other instruments which may be required to be filed by the Partnership under the laws of any state or any governmental agency, in which the General Partner deems it necessary to file; and

(d) any documents which may be required to effect the continuation of the Partnership, admission of an additional or substituted Limited Partner, or the dissolution and termination of the Partnership.

15.2 Nature of Power. The authority granted to the General Partner:

(a) is a special power of attorney coupled with an interest, is irrevocable, and shall survive the death or dissolution of a Limited Partner;

(b) may be exercised by the General Partner for the Limited Partners by executing an instrument as an attorney-in-fact for the Limited Partners whose names shall be listed in the instrument as Limited Partners; and

(c) shall survive the delivery of an assignment by a



Limited Partner of an interest in the Partnership; except that where the assignee thereof has been approved by the General Partner for admission to the Partnership as a substituted Limited Partner, the power of attorney shall survive the delivery of such assignment for the sole purpose of enabling the General Partner to execute, acknowledge and file any instrument necessary to effect such substitution.

15.3 This Agreement to Govern Conflicts. In the event of any conflict between the provisions of this Agreement and any documents executed or filed by the General Partner pursuant to the power of attorney granted to the General Partner, this Agreement shall govern.

#### ARTICLE 16

##### ELECTION WITH REGARD TO BASIS OF SUBSTITUTED LIMITED PARTNERS

The General Partner, in its sole discretion, may cause the Partnership to make or revoke the election referred to in Section 754 of the Internal Revenue Code of 1954 and Section 17917 of the California Revenue and Taxation Code or any similar provision enacted in lieu thereof.

#### ARTICLE 17

##### AMENDMENT OF CERTIFICATE OF LIMITED PARTNERSHIP

The Certificate of Limited Partnership of the Partnership shall be amended upon the occurrence of any of the events specified in Section 15524, as amended from time to time, of the California General Corporation Law.

ARTICLE 18

NOTICES

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All notices and demands of any kind which any Partner may be required or desires to serve upon any other Partner under the terms of this Agreement shall be in writing and shall be served upon such other Partner by personal service upon such other Partner, or by leaving a copy of such notice or demand, addressed to such other Partner at his address set forth in the certificate of limited partnership of the Partnership, as amended from time to time, whereupon service shall be deemed complete, or by mailing a copy thereof by certified or registered mail, postage prepaid, with return receipt requested, addressed to such address. In case of service by mail, it shall be deemed complete on the day of actual delivery as shown by the addressee's receipt or at the expiration of the third day after the date of mailing, whichever is earlier in time. The address to which such notices and demands to the General Partner shall be delivered or sent may be changed from time to time by notice served as hereinabove provided by the General Partner upon the Limited Partners. The address to which notices and demands to any Limited Partner shall be delivered or sent may be changed from time to time by notice served as hereinabove provided by any Limited Partner upon the General Partner who shall notify the other Limited Partners of such change of address.

ARTICLE 19

REMOVAL OF GENERAL PARTNER

19.1 Removal. Upon the vote or written consent of Limited

Partners holding collectively at least eighty percent (80%) of the Percentage Interests in the Partnership, the General Partner may be removed from the Partnership; provided, however, that as a condition precedent to the removal of the General Partner:

(a) the Limited Partners shall, by vote or written consent of Limited Partners holding at least eighty percent (80%) of the Percentage Interests in the Partnership, elect a successor General Partner in its place and stead;

(b) the Limited Partners and the Partnership shall in writing indemnify the removed General Partner and its affiliates and hold the removed General Partner and its affiliates harmless from and against any and all loss, damage, liability and expense, including costs and reasonable attorneys' fees, to which the removed General Partner and its affiliates may be put or which any of them may incur by reason of or in connection with any of the debts, obligations and liabilities of the Partnership thereafter made, incurred or created; and

(c) the Partnership shall purchase the General Partner's interest in the Partnership, determined and payable pursuant to Sections 19.3 and 19.4 hereof.

If the General Partner is removed, the Partnership shall promptly comply with the provisions of Division VII, Chapter 5 of the California General Corporation Law, as amended from time to time.

19.2 Notice. Written notice of the removal ("Removal Notice") of the General Partner shall be served upon it in the manner hereinafter provided and shall set forth the date upon which the removal is to become effective, which date shall be not less than the later

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of forty-five (45) days after the service of the Removal Notice upon the General Partner, or the determination and payment of the fair market value of the removed General Partner's interest in the Partnership as provided in Section 19.4 below.

19.3 Effective Date. Subject to the provisions of this Section, the removal of the General Partner shall become effective upon the date set forth in the Removal Notice provided that the amount which the General Partner is entitled to be paid for its Partnership Interest, determined in accordance with Section 19.4 hereof, has been paid in full in cash.

19.4 Fair Market Value. The fair market value of the removed General Partner's Partnership interest shall be paid to the General Partner as a condition to its removal, and shall be of an amount to be agreed upon by the Partners; provided, however, that should the Partners be unable to agree upon a price within a period of thirty (30) days after service of the Removal Notice on the General Partner, the price shall be determined by an appraiser experienced in valuing the types of properties then held by the Partnership. If the Partners are unable to agree upon an appraiser, the removed General Partner shall choose one appraiser, a majority in interest of the Limited Partners shall choose one appraiser, and the two appraisers so chosen shall choose a third appraiser. All such appraisers shall be experienced in valuing the types of business then operated by the Partnership. The decision of the majority of said appraisers as to the fair market value of such Partnership interest shall be final and binding and may be enforced by legal proceedings. The removed General Partner and the other Partners

shall compensate the appraiser appointed by each of them, and the compensation of the third appraiser shall be borne fifty percent (50%) by the removed General Partner and fifty percent (50%) by the Limited Partners.

In determining the fair market value of the General Partner's Partnership interest, the business enterprise of the Partnership shall be valued as a going concern, taking into account goodwill and other intangible assets of such business enterprise; all other assets of the Partnership shall be valued at their fair market value or replacement costs, whichever is higher; receivables, if any, shall be valued at their face amount, less a reasonable allowance for uncollectible items; and liabilities shall be deducted at their face value. No adjustment shall be made to account for any special allocation of Net Profits or Net Losses which would have been allocated to the General Partner under the Partnership Agreement.

## ARTICLE 20

### GENERAL PROVISIONS

20.1 Modification and Amendment. This Agreement may be modified or amended only by the written agreement of the General Partner and Limited Partners holding collectively at least fifty-one percent (51%) of the Percentage Interests in the Partnership.

20.2 Successors. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of each of the Partners.

20.3 Multiple Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterpart.

20.4 Paragraph Headings. The headings of the several paragraphs of this Agreement are inserted solely for convenience of reference, and are not a part of and are not intended to govern, limit or aid in the construction of any term or provision hereof.

20.5 Authority of General Partner. No person dealing with the General Partner shall be required to determine its authority to make any commitment or undertaking on behalf of the Partnership, nor to determine any fact or circumstance bearing upon the existence of its authority. In addition, no purchaser of any property or interest owned by the Partnership shall be required to determine the sole and exclusive authority of the General Partner to sign and deliver on behalf of the Partnership any instrument of transfer or to see to the application or distribution of revenues or proceeds paid or credited in connection therewith unless such purchaser shall have received written notice requiring it to do so.

20.6 Gender. Where the context so requires, the use of the masculine gender shall include the feminine and neuter genders; the word "person" shall include corporation, firm, partnership or other forms of association.

20.7 Governing Law. The laws of the State of California shall govern the validity of this Agreement, the interpretation



of its terms and the rights and duties of the parties.

20.8 Jurisdiction. Any action brought under this Agreement shall be brought in a court of competent jurisdiction in the County of Los Angeles, California.

20.9 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein and the same shall be enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

GENERAL PARTNER

By \_\_\_\_\_

LIMITED PARTNERS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

91040343543

Name

**GENERAL PARTNER:**

The Great Greek, Inc., a California Corporation..... \$ 25,000

**LIMITED PARTNERS:**

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
	<u>\$ 350,000</u>

THE GREAT GREEK INC.  
15302 VENTURA BLVD., 91405-6250  
SHERMAN OAKS, CA 91403

5462

PAY TO THE ORDER OF E. CRIZIS

FIVE THOUSAND and 00/100 DOLLARS

Bank of America  
20 E. 3  
San Francisco, CA 94119

FOR 005462 41220006614 04180-00115

August 31, 88

16-66/1220

5462

5462

August 31, 88

TO E. CRIZIS

Cash deposit 8/31

Wash/mc deposit 8/31

FOR ZULKARIS CAMPAIGN

BAL BROU FOND	2154572
DEPOSITS	950 00
	1920 33
TOTAL	24416 05
THIS CHECK	5.000 00
BALANCE	19416 05

5010

5463

Aug 31, 88

TO Wakian's family

Cash deposit 8/31

Wash/mc deposit 8/31

FOR Rent. Sept

BAL BROU FOND	947 66
DEPOSITS	1548 83
TOTAL	21912 54
THIS CHECK	2561 17
BALANCE	19351 37

5210

5464

Aug 31, 88

TO Topa Mif. - Jan

FOR Lease payment

DEPOSITS	
TOTAL	
THIS CHECK	751 95
BALANCE	18599 42

5110

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Order Origin  
for deposit only  
BK of America

0418-02132

0418 81715

122000031  
BANK OF AMERICA  
1000 W. TEMPLE  
LOS ANGELES, CA  
4561-145

122000031

SEP 12 88

SE 88 12  
BANK OF AMERICA  
1000 W. TEMPLE  
LOS ANGELES, CA  
4561-145  
0066120  
4

122000031

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BEFORE THE FEDERAL ELECTION COMMISSION

**SENSITIVE**

In the Matter of )  
Ernest Criezis ) MUR 2993  
The Great Greek, Inc. )  
The Great Greek, Ltd. )  
Dukakis/Bentsen Committee, Inc., )  
and Robert Farmer, as treasurer )

COMPREHENSIVE INVESTIGATIVE REPORT #1

On January 31, 1990, the Commission found reason to believe that Ernest Criezis violated 2 U.S.C. §§ 441b(a) and 441f. The Commission also found reason to believe that The Great Greek, Ltd. ("the partnership") violated 2 U.S.C. §§ 441b(a) and 441f and 11 C.F.R. § 110.1(e). In addition, the Commission found reason to believe that The Great Greek, Inc. ("the corporation") violated 2 U.S.C. § 441b(a). Finally, the Commission found no reason to believe that the Dukakis/Bentsen Committee, Inc., and Robert Farmer, as treasurer, violated any provision of the Act in this matter. Also on January 31, 1990, the Commission approved sets of interrogatories and document requests.

This matter arose out of a check drawn on the partnership account payable to Ernest Criezis for the purpose of making a political contribution. Criezis apparently made a political contribution using these funds. Because the corporation is a partner in the partnership, this transaction appears to be both a contribution in the name of another and a corporate contribution.

The Office of the General Counsel has received responses to the interrogatories and document requests from one respondent.

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Counsel for the other two respondents did not receive the Commission's interrogatories and document requests. This Office provided copies on March 8, 1990. Upon our receipt and review of the information, this Office will report to the Commission.

Lawrence M. Noble  
General Counsel

3/19/90  
Date

BY: Lois G. Lerner  
Associate General Counsel

Staff assigned: Mark Allen

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FEDERAL ELECTION COMMISSION  
WASHINGTON, D.C. 20463

MEMORANDUM

TO: LAWRENCE NOBLE  
GENERAL COUNSEL

FROM: MARJORIE W. EMMONS/DELORES HARRIS *OK*  
SECRETARY OF THE COMMISSION *MW*

DATE: MARCH 30, 1990

SUBJECT: MUR 2993 - COMPREHENSIVE INVESTIGATIVE REPORT #1  
GENERAL COUNSEL'S REPORT DATED  
MARCH 19, 1990.

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The above-captioned matter was received in the Commission Secretariat at 10:55 a.m. on March 20, 1990 and circulated on a 24-hour no-objection basis at 4:00 p.m. on Tuesday, March 1990.

There were no objections to the above-captioned matter.

**SUSMAN GODFREY**

ATTORNEYS AT LAW

8100 FIRST INTERSTATE BANK PLAZA

1000 LOUISIANA

HOUSTON, TEXAS 77002-5096

(713) 651-9366

TELECOPY (713) 653-7597

1500 SAN JACINTO TOWER

2121 SAN JACINTO STREET

DALLAS, TEXAS 75201-6701

(214) 754-1900

RECEIVED  
FEDERAL ELECTION COMMISSION  
MAIL ROOM

90 MAR 29 AM 10:46

**HAND DELIVERED**

BARBARA C. BARNETT  
FRANCIS H. BECK  
ERNEST J. BLANSFIELD, JR.  
OPHELIA S. CANIHA  
JEFFREY W. CHAMBERS  
TRACY K. CHRISTOPHER  
RICHARD S. DRUBEL  
WM. B. EMMONS  
PARKER C. FOLSE III  
JEFF L. FRAZIER  
F. ERIC FRYAR  
H. LEE GODFREY, P.C.  
BARBARA LOWE  
NEAL S. MANNE  
KENNETH S. MARKS  
ERIC J. MAYER

JOHN S. HEARTHUR  
JAMES T. MCCARTY  
KENNETH E. McNEIL  
KAREN A. OSHMAN  
TERRELL W. OXFORD, P.C.  
THOMAS W. PATTERSON  
RUTH L. RICHARD  
LEIGH ELIZABETH ROBERTS  
MARY KATHRYN SAMMONS  
STEPHEN D. SUSMAN, P.C.  
MAX L. TRIBLE, JR.  
E. LAWRENCE VINCENT, JR.  
MARK L.D. WAWRO  
WILLIAM H. WHITE  
EVELYN JO WILSON  
RANDALL W. WILSON

WRITER'S DIRECT DIAL NUMBER

(713) 653-7527

March 28, 1990

**FEDERAL EXPRESS**

Mark Allen, Esq.  
General Counsel  
Federal Election Commission  
999 E Street, N. W.  
Washington, D. C. 20463

Re: MUR 2993  
Criezis/Federal Election Commission

Dear Mark:

Enclosed are all of the documents responsive to the Commission's request for production of documents from Mr. Criezis and the partnerships and corporations with which he is associated.

By separate cover, Christina Ament and/or Roger Witten of Wilmer, Cutler & Pickering are filing with the Commission the related answers to interrogatories.

If you have any questions, please do not hesitate to call.

Sincerely,

*Neal Manne*

Neal S. Manne

JSH-nsm-6567

Enclosures

90 MAR 29 PM 12:02

FEDERAL ELECTION COMMISSION

91040843550

LIMITED PARTNERSHIP AGREEMENT  
OF

THE MOONLIGHT TANGO CAFE  
A California Limited Partnership

THIS LIMITED PARTNERSHIP AGREEMENT (the "Agreement") is entered into this 1 day of October, 1987, by THE MOONLIGHT TANGO CAFE, INC., a California corporation (the "General Partner"), and each of the persons executing this Agreement as a limited partner (individually, the "Limited Partner," and collectively, the "Limited Partners").

IT IS HEREBY AGREED:

ARTICLE 1. FORMATION

1.1 California Revised Limited Partnership Act. The General Partner and the Limited Partners hereby enter into a limited partnership (the "Partnership") under the California Revised Limited Partnership act (the "CRLPA").

1.2 Name. The name of the Partnership shall be The Moonlight Tango Cafe, a California limited partnership, or such other name as the General Partner shall designate by notice to the Limited Partners.

1.3 Purpose. The purpose of the Partnership shall be to (i) purchase, develop, own and operate a restaurant (the "Restaurant") in Sherman Oaks, California, and (ii) engage in activities related thereto.

1.4 Place of Business. The Partnership's principal place of business shall be at 13730 Ventura Boulevard, Sherman Oaks, California 91423, or at such other place or places as the General Partner shall designate by notice to the Limited Partners.

1.5 Certificate of Limited Partnership. The General Partner shall execute, acknowledge and file with the California Secretary of State a Certificate of Limited Partnership (the "Certificate") and any amendments thereto, in accordance with the CRLPA.

1.6 Term. The term of the Partnership shall on commence on the date the Certificate is filed with the California Secretary of State, and shall end on the twentieth anniversary of such filing, unless sooner terminated under Article 10 of this Agreement.



ARTICLE 2. DEFINITIONS

The following terms shall have the following respective meanings:

2.1 "Affiliate" means a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, another person. By way of illustration, but not of limitation, an officer, director, partner or beneficial owner of ten percent (10%) or more of the outstanding voting securities of another person is an Affiliate of such other person.

2.2 "Agreement" means this Limited Partnership Agreement, and any amendments thereto.

2.3 "Capital Contribution" means the capital contribution to the Partnership by a Limited Partner or all Limited Partners in consideration for the purchase of Units. Loans to the Partnership shall not be considered a Capital Contribution.

2.4 "Cash Available for Distribution" for a period means the sum of (i) net operating income or loss for such period adjusted by (a) adding back any depreciation or amortization deductions included in computing net operating income or loss and (b) deducting the principal payments for such period on any indebtedness of the Partnership, and (ii) cash proceeds from a sale, refinancing or other disposition of Partnership Properties remaining after retirement of indebtedness and payment of all expenses relating to the transaction minus (iii) adjustments for reserves as determined in the sole discretion of the General Partner.

2.5 "Certificate" means the Certificate of Limited Partnership provided for in Section 15621 of the CRLPA.

2.6 "CRLPA" means the California Revised Limited Partnership Act.

2.7 "General Partner" means The Moonlight Tango Cafe, Inc., a California corporation, and any additional or successor General Partner(s).

2.8 "Limited Partners" means the persons admitted to the Partnership as limited partners (including any additional or substituted Limited Partners). "Limited Partner" means any one of the Limited Partners.

2.9 "Majority in Interest" means Limited Partners owning more than fifty percent (50%) of the outstanding Units owned by Limited Partners.

2.10 "Memorandum" means that certain Memorandum dated October 14, 1987, pursuant to which the offering of Units is being made.

2.11 "Net Income or Net Loss" means net income or net loss of the Partnership as reported for federal income tax purposes.

2.12 "Offering and Organization Expenses" means those expenses incurred in connection with the formation of the Partnership and the qualification and marketing of Units under exemptions from applicable securities laws, including, without limitation, filing and recording fees, printing costs, and accounting and legal fees.

2.13 "Partners" means the General Partner and the Limited Partners collectively. "Partner" means any one of the Partners.

2.14 "Partnership" means the limited partnership created by this Agreement.

2.15 "Properties" means all real and personal properties or any interest therein, acquired directly or indirectly by the Partnership, in whole or in part. "Property" means any one of the Properties.

2.16 "Restaurant" means the restaurant in Sherman Oaks, California which the Partnership shall purchase, develop, own and operate.

2.17 "Subscription Agreement" means the prescribed Subscription Agreement set forth in the Memorandum, which must be executed as a condition precedent to becoming a Limited Partner.

2.18 "Unit" means a limited partnership interest in the Partnership.

### ARTICLE 3. THE GENERAL PARTNER AND LIMITED PARTNERS

3.1 General Partner. The General Partner shall be The Moonlight Tango Cafe, Inc., a California corporation.

3.2 Limited Partners. The names and addresses of the Limited Partners shall be set forth on the signature page of this Agreement.

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3.3 Substituted Limited Partners. The General Partner is authorized to admit persons as substituted Limited Partners as provided in this Agreement. No person shall have the right to become a substituted Limited Partner unless such person has agreed in writing to be bound by the provisions of this Agreement.

#### ARTICLE 4. CONTRIBUTIONS OF THE PARTNERS

4.1 Contribution of the General Partner. The General Partner shall contribute its time, energy and expertise to the Partnership. The General Partner and/or its Affiliates shall guarantee the Partnership's obligations under the lease for the Restaurant's premises. In addition, though under no obligation to do so, the General Partner and/or its Affiliates may loan (or arrange for a third party to loan) to the Partnership an amount not to exceed (i) \$50,000 for the acquisition of kitchen and other equipment and (ii) \$100,000 for other expenses in connection with the development and operation of the Restaurant.

#### 4.2 Capital Contributions of the Limited Partners.

4.2.1 Each of the Limited Partners shall contribute cash to the capital of the Partnership in the amount of \$6,875 per Unit, payable on delivery of the Subscription Agreement. The General Partner reserves the right to sell subscriptions for one-half Unit. The General Partner may reject subscriptions in whole or in part for any reason. All funds from rejected subscriptions will be returned without interest or deduction. Subscriptions are irrevocable.

4.2.2 The Partnership is offering 80 Units. The General Partner and/or its Affiliates shall purchase that number of Units equal to the difference between (i) 59 Units and (ii) the number of Units purchased by the other Limited Partners. In any event, the General Partner and/or its Affiliates shall purchase at least one Unit. Units purchased by the General Partner and its Affiliates may be resold without being subject to the restrictions on transfers of Units provided for in Section 8.2.1.2. By purchasing Units the General Partner and its Affiliates shall thereby become Limited Partners, subject to all the rights and liabilities of Limited Partners.

4.3 Additional Capital Contributions. The Limited Partners shall not be required to make any additional Capital Contributions to the Partnership.



4.4 Return or Withdrawal of Capital Contributions; Distributions. Except as otherwise expressly provided in this Agreement, Partners shall not be entitled to demand a return of Capital Contributions or to make withdrawals from capital accounts or to receive distributions from the Partnership.

4.5 No Interest on Capital Contributions. No Partner shall be entitled to interest of any kind on account of a Capital Contribution.

4.6 Capital Accounts. Each Partner shall have a capital account equal to that Partner's Capital Contributions plus allocations of Net Income and minus allocations of Net Loss and distributions of Cash Available for Distribution.

ARTICLE 5. RIGHTS AND LIABILITIES OF THE LIMITED PARTNERS;  
MEETINGS

5.1 Rights.

5.1.1 Limited Partners shall take no part in the operation of the Partnership and shall have no right to act for or bind the Partnership, except by specifically authorized voting rights contained in this Agreement. Limited Partners may engage in or possess an interest in any other business venture, without offering any interest or participation therein to the Partnership or the other Partners.

5.1.2 Limited Partners shall have the right, generally by the affirmative vote of a majority in interest of the Limited Partners, to approve or disapprove only the following matters, and no others:

5.1.2.1 Subject to Sections 8.1 and 9.2, admission of a General Partner;

5.1.2.2 Subject to Section 9.1, removal of a General Partner;

5.1.2.3 Subject to the consent of the General Partner, sale or other disposition of all or substantially all of the assets of the Partnership other than in the ordinary course of its business;

5.1.2.4 Subject to Section 12.2, the amendment of this Agreement.

5.2 Liabilities. A Limited Partner shall not be liable for liabilities of the Partnership in excess of the

Limited Partner's Capital Contribution and share of undistributed Net Income; provided, however, the CRLPA provides for the return of distributions under certain circumstances. A Limited Partner who participates in the management or control of the Partnership may be deemed to be acting as a General Partner and thereby lose the Limited Partner's entitlement to limited liability.

5.3 Meetings. No regular annual or other periodic meetings of the Partnership will be held. However, meetings of the Limited Partners to vote upon any matters on which the Limited Partners may vote may be called at any time by the General Partner or by Limited Partners representing more than ten percent (10%) of the outstanding Units by delivering written request of such call to the General Partner. Within fifteen (15) days following receipt of such request, and not less than ten (10) nor more than sixty (60) days before the meeting, the General Partner shall cause a written notice to be given to the Limited Partners that a meeting will be held at a time fixed by the person calling the meeting and at a place fixed by the General Partner. Meetings shall be conducted in accordance with rules and regulations adopted by the General Partner consistent with the provisions of the CRLPA. The General Partner shall be free to vary any provisions of the CRLPA with respect to meetings as fully as if the rules and regulations adopted by the General Partner were part of this Agreement and approved by each of the Partners.

5.4 Any action which may be taken by the Limited Partners at a meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by the holders of Units having not less than the minimum number of Units that would be necessary to authorize or take that action at a meeting. Any such consent may be signed in counterpart.

## ARTICLE 6. GENERAL PARTNER

### 6.1 Rights.

6.1.1 Subject to the voting rights of Limited Partners as provided in Section 5.1.2, the General Partner shall manage and control the Partnership business.

6.1.2 Without limiting the generality of Section 6.1.1, the General Partner shall have full power to:

6.1.2.1 Acquire or lease Property on behalf of the Partnership;

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6.1.2.2 Sell, exchange or otherwise dispose of Partnership assets;

6.1.2.3 Maintain a reserve for actual or anticipated Partnership expenses;

6.1.2.4 Effect borrowings for any Partnership purpose, and execute any required security agreements with respect to such borrowings;

6.1.2.5 Employ persons required for the operation of the Partnership business;

6.1.2.6 Take any other action which is conferred by law and which the General Partner deems consistent with the purpose of the Partnership.

6.1.3 The Partners hereby confirm, ratify and accept all prior actions taken by the General Partner or its Affiliates on behalf of the Partnership.

## 6.2 Limitation on Rights.

6.2.1 The General Partner shall not have the authority to:

6.2.1.1 Do any act in contravention of this Agreement;

6.2.1.2 Do any act which would make it impossible to carry on the ordinary business of the Partnership;

6.2.1.3 Do any act with the intention of harming the business of the Partnership;

6.2.1.4 Admit a person as a General Partner except with the consent of the Limited Partners as provided in Section 5.1.2;

6.2.1.5 Admit a person as a Limited Partner, except as provided in this Agreement.

6.2.1.6 Cause the Partnership to purchase or lease Property from, or sell or lease Property to, the General Partner or any of its Affiliates; provided, however, that any purchase of Property by the Partnership from the General Partner or any of its Affiliates may only be at the lesser of cost or fair market value, any purchase of Property by the General Partner or any of its Affiliates from the Partnership may only be at the greater of cost or fair market value and any lease from the Partnership to the General Partner or any of its Affiliates or from the General

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Partner or any of its Affiliates to the Partnership may only be at fair market value as determined by an independent appraisal; provided, further, the General Partner or any of its Affiliates may purchase Property in its name (and assume loans in connection therewith) and temporarily hold title thereto for the purpose of facilitating the acquisition of such Property or the borrowing of money or obtaining of other financing for the Partnership or any other purpose relating to its business, so long as such Property is purchased by the Partnership for a price no greater than the cost of such Property to the General Partner or any of its Affiliates; and provided, further, that there is no difference in interest rates of the loan secured by the Property at the time acquired by the General Partner or any of its Affiliates and at the time acquired by the Partnership, nor any other benefit arising out of such transaction to the General Partner or any of its Affiliates apart from compensation contemplated by this Agreement; and

6.2.1.7 Cause the Partnership to make any loan to the General Partner or any of its Affiliates.

6.2.2 In all transactions for or with the Partnership, the General Partner shall act in good faith and in a manner which the General Partner believes to be in, or not opposed to, the interests of the Partnership.

6.3 General Partner's Duty to Devote Time. The General Partner and its Affiliates shall devote to the Partnership business the amount of time which they shall determine in their discretion to be reasonably necessary to manage such business. The General Partner and its Affiliates are not obligated to devote full time to the Partnership business.

6.4 General Partner May Engage in Other Activities. The General Partner and its Affiliates, shareholders, partners, agents and employees shall have the right to engage in any other business (including, without limitation, acting as a general partner in other partnerships formed for the purpose of engaging in the restaurant business) and to compete, directly or indirectly, with the business of the Partnership, and neither the Partnership nor any Partner shall have any rights or claims as a result of such activities. The General Partner and its Affiliates shall have no duty whatsoever to offer, share, or offer to share investment opportunities with the Partners or the Partnership. The Partners hereby waive any and all rights and claims which they may otherwise have against the General Partner and its Affiliates, shareholders, partners, agents and employees as a result of any of such activities.

6.5 Dealing With the Partnership. Except as provided in Section 6.2.1.6, the General Partner and its Affiliates shall not have the right to purchase or lease Property from, or sell or lease Property to, the Partnership. However, as provided in Section 6.9, the General Partner and its Affiliates shall have the right to receive compensation for certain services rendered to the Partnership.

6.6 Tax Matters. The General Partner is authorized and required to represent the Partnership in connection with all examinations of the Partnership affairs by tax authorities, including administrative and judicial proceedings, and to expend Partnership funds for professional services connected therewith. The General Partner is designated as the Tax Matters Partner for federal tax purposes and has authority, in its sole discretion, to represent the Partnership in this regard. Each Limited Partner agrees to cooperate with the General Partner and to do or refrain from doing any things reasonably required by the General Partner to conduct such proceedings.

6.7 Liability of the General Partner, its Affiliates and their Agents. The General Partner, its Affiliates and their agents shall not be liable to the Partnership and the Limited Partners for errors in judgment or for any other acts or omissions that do not constitute bad faith, willful misconduct or gross negligence and that are within the authority granted by this Agreement.

6.8 Indemnification. The Partnership shall, to the fullest extent permitted by law, indemnify the General Partner, its Affiliates and their agents (individually, the "Indemnatee" and collectively, the "Indemnitees") from any and all liabilities (including, without limitation, attorneys' fees and costs) incurred by any Indemnatee by reason of the fact that such Indemnatee is or was a General Partner, Affiliate or agent, provided such liabilities are not the result of the Indemnatee's bad faith, willful misconduct, gross negligence or acts or omissions outside the authority granted by this Agreement. Such indemnification shall be satisfied only out of Partnership assets. The Partnership may purchase liability insurance which insures the Indemnitees against liabilities as to which the Indemnitees are permitted to be indemnified. In addition, the Indemnitees shall not be liable to the Partnership or the Limited Partners for liabilities incurred by them as a result of the Indemnitees' being or having been a General Partner, Affiliate or agent, provided such liabilities are not the result of the Indemnitees' bad faith, willful misconduct, gross negligence or acts or omissions outside the authority granted by this Agreement.

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**6.9 Compensation to the General Partner, Members of the Management Committee and Their Affiliates.** The General Partner and its Affiliates shall be entitled to receive the following as compensation, in addition to reimbursement of expenses as set forth in Section 6.10 and to the General Partner's right to allocations and distributions as set forth in Article 7:

**6.9.1 Management Fee.** For managing the business of the Partnership on a part-time and nonexclusive basis, the General Partner shall be paid a fixed management fee, payable monthly commencing as of September 1, 1987 with the opening of the Restaurant to the public, at the annual rate of \$75,000. In addition, commencing with the Partnership's second fiscal year, the General Partner shall be paid an incentive management fee, payable annually, equal to two and one-half percent (2-1/2%) of the Partnership's annual revenues in excess of \$1,000,000. The General Partner may waive, or accept deferred payment of, any management fees to which it is entitled if the General Partner, in its sole discretion, determines that such action is in the best interests of the Partnership.

**6.9.2 Development Fee.** The Partnership shall pay an Affiliate of the General Partner, Ernest Criezis, a development fee (not to exceed \$48,000) for services rendered by him in connection with the development and opening of the Restaurant. It is expected that Mr. Criezis himself will, among other things, (i) design and supervise the remodeling of the Restaurant's interior and exterior, (ii) select and design the photographs and pictorial elements for the interior, (iii) create interior and exterior signs, menu art and other graphic art, (iv) design and implement the Restaurant's advertising and promotional campaigns, and (v) set up the entertainment concept. Mr. Criezis may waive, or accept deferred payment of, any development fee to which he is entitled if he, in his sole discretion, determines that such action is in the best interests of the Partnership.

**6.9.3 License Fee.** By virtue of the General Partner's assignment of a license agreement to the Partnership, the Partnership shall pay Affiliates of the General Partner, Ernest and Victoria Criezis, an annual license fee of \$100 to use the name "The Moonlight Tango Cafe."

**6.9.4 Loans to Partnership.** If the General Partner or any of its Affiliates provides financing to the Partnership, such person(s) shall be entitled to receive interest and other financing charges or fees thereon comparable to those charged by unaffiliated financing institutions.



6.9.5 Other Compensation. In addition to the services for which they are entitled to compensation by way of a separate fee as set forth above, the General Partner, its Affiliates and their agents shall be compensated for any other services provided to the Partnership. Such other services shall be provided on terms comparable to those available from unaffiliated parties.

6.10 Reimbursement of General Partner and its Affiliates for Partnership Expenses. All expenses reasonably related to the furtherance of the Partnership business (whether incurred prior to or after the initial closing of the sale of Units) shall be paid by the Partnership. Accordingly, the Partnership shall reimburse the General Partner, its Affiliates and their agents for any such expenses incurred by them (other than in connection with services for which they are entitled to compensation by way of a separate fee), including, without limitation, Offering and Organization Expenses.

## ARTICLE 7. ALLOCATIONS AND DISTRIBUTIONS

### 7.1 In General.

7.1.1 Any allocations and distributions to which the Limited Partners are entitled shall be made to each Limited Partner in the ratio which the number of Units held by that Limited Partner bears to the total number of Units outstanding.

7.1.1.1 Upon transfers of Units or admissions of Limited Partners, Net Income and Net Loss shall be allocated to the record owners of a Unit based upon the Net Income or Net Loss during that period of the fiscal year the respective persons were such owners. For the purpose of such allocations, transfers or admissions during a particular month shall be deemed to have occurred on the last day of the prior month. Cash shall be distributed to record owners as of the date of the distribution.

### 7.2 Allocations.

7.2.1 Net Income and Net Loss. Net Income or Net Loss for any fiscal year or portion thereof shall be allocated as follows: Until the Limited Partners have received cash distributions equal to twenty-five percent (25%) of their Capital Contributions, one hundred percent (100%) to the Limited Partners; then, until the Limited Partners have received cumulative cash distributions equal to one hundred percent (100%) of their Capital Contributions, fifty percent (50%) to the Limited Partners and fifty percent (50%) to the General Partner; and

thereafter forty percent (40%) to the Limited Partners and sixty percent (60%) to the General Partner.

### 7.3 Distributions.

Cash Available for Distribution shall be distributed as follows: Until the Limited Partners have received cash distributions equal to twenty-five percent (25%) of their Capital Contributions, one hundred percent (100%) to the Limited Partners; then, until the Limited Partners have received cumulative cash distributions equal to one hundred percent (100%) of their Capital Contributions, fifty percent (50%) to the Limited Partners and fifty percent (50%) to the General Partners; and thereafter forty percent (40%) to the Limited Partners and sixty percent (60%) to the General Partner. The General Partner has sole discretion in determining the amount and frequency of cash distributions. It is expected that cash distributions shall be paid quarterly.

## ARTICLE 8. TRANSFER OF GENERAL AND LIMITED PARTNERS' INTERESTS

8.1 General Partner's Interest. The General Partner shall have the right to transfer all or part of its interest in the Partnership upon the approval of a majority in interest of the Limited Partners of the transferee as an additional or substituted General Partner. (Units purchased by the General Partner and its Affiliates shall not be subject to the restrictions on transfers of Units provided for in Section 8.2.1.2.)

### 8.2 Limited Partners' Interests.

8.2.1 Except as provided in this Section 8.2, no Limited Partner shall have the right to transfer that Limited Partner's interest in the Partnership. No Units may be transferred unless (i) the instrument of transfer shall be acceptable to the General Partner, (ii) the General Partner has received an opinion of counsel satisfactory to it that such transfer would comply with (or be exempt from) the registration (qualification) requirements of applicable securities laws, (iii) the transfer shall not result in the termination of the Partnership for tax purposes, and (iv) the transferor and transferee have executed such other instruments as the General Partner may deem necessary. Transferees of Units shall be subject to all conditions of this Agreement. A transferee, whether or not admitted as a substituted Limited Partner, shall be entitled to receive the transferring Limited Partner's share of allocable Net Income and Net Loss and distributions to the extent of the interest assigned.

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8.2.1.1 A Limited Partner may transfer all or a portion of that Limited Partner's interest to a spouse, lineal descendant, ancestor, or any trust exclusively for the benefit of the Limited Partner or any of the foregoing persons.

8.2.1.2 If a Limited Partner (the "Offering Partner") wishes to transfer at least one-half (1/2) of a Unit (the "Offered Interest") to any person other than those described in Section 8.2.1.1, the Offering Partner shall serve the Partnership and the Partners (individually, the "Offeree" and collectively, the "Offerees") a notice in writing stating the price, terms and conditions of the proposed transfer and the identity of the proposed transferee (the "Offer Notice"). Within thirty (30) days of service of the Offer Notice, the Offerees shall in writing either accept the offer to purchase the Offered Interest on the terms provided in the Offer Notice or reject the offer. Failure to accept in writing within the thirty (30)-day period shall be deemed a rejection. If more than one Offeree elects to purchase the Offered Interest, the Partnership shall have the first right to purchase the Offered Interest up to the extent it has chosen to do so and then the General Partner and then the other Offerees shall have the right to purchase the remainder of the Offered Interest. The Offerees must purchase all the Offered Interest. To the extent it is necessary to apportion the remainder of the Offered Interest among the other Limited Partners, the other Limited Partners shall have the right to purchase the remainder of the Offered Interest on a pro rata basis. If the Offerees elect to accept less than all the Offered Interest, the Offered Interest shall be deemed rejected by the Offerees. Delivery of notices of acceptance to the Offering Partner for all the Offered Interest shall create a contract between the Offering Partner and the accepting Offerees for the sale by the Offering Partner and the purchase by the Offerees of the Offered Interest upon the terms and conditions stated in the Offer Notice. If the Offerees do not deliver notices of acceptance to the Offering Partner for all the Offered Interest, the Offering Partner may, within ninety (90) days from the date the Offer Notice was served by the Offerees, transfer the Offered Interest to the transferee named in the Offer Notice on the terms and conditions stated in the Offer Notice (and at a price not lower than the price stated in the Offer Notice). If the Offering Partner desires to sell the Offered Interest after expiration of the ninety (90)-day period, the sale shall again be subject to this Section 8.2.1.2.

8.2.2 No transferee shall have the right to become a substituted Limited Partner in place of the transferor unless:



8.2.2.1 The transferor has stated such intention in the instrument of transfer;

8.2.2.2 The transferor and the transferee have executed such other instruments as the General Partner may deem necessary to effect admission of the transferee as a substituted Limited Partner;

8.2.2.3 The transferee has agreed in writing to be bound by the provisions of this Agreement;

8.2.2.4 The General Partner, in its sole discretion, consents to such transferee becoming a substituted Limited Partner; and

8.2.2.5 The transferor has paid in advance all legal, recording, accounting and other costs in connection with such transfer.

8.3 Death, Incompetency or Bankruptcy of Limited Partner. The death, incompetency or bankruptcy of a Limited Partner shall not dissolve the Partnership. Upon the occurrence of any such event, the successor-in-interest of such Limited Partner shall, for the purpose of settling the estate, have all the rights (and be subject to all the limitations) of a Limited Partner, and, with the prior written consent of the General Partner, which may be withheld in its sole discretion, may be substituted for such Limited Partner.

ARTICLE 9. REMOVAL, DEATH, BANKRUPTCY, WITHDRAWAL OR DISSOLUTION OF THE GENERAL PARTNER

9.1 Removal of General Partner. The Limited Partners, by the affirmative vote of eighty percent (80%) in interest, may remove a General Partner for cause. "Cause" shall mean bad faith, willful misconduct, gross negligence, or act or omission to act outside the authority granted by this Agreement. As conditions precedent to the effectiveness of a removal pursuant to this Section 9.1, the Partnership shall (i) give the General Partner at least forty-five (45) days' notice of the effective date of such removal, (ii) pay all amounts due to the General Partner, its Affiliates and their agents, (iii) if the General Partner or its Affiliates are the guarantors of any obligations of the Partnership, have them released from all such guarantees, and (iv) purchase all of the General Partner's interest.

9.2 Dissolution of Partnership and Continuance of Partnership. The removal, dissolution (without continuation of the business), death, withdrawal or

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bankruptcy of a General Partner (any of which events are referred to as the "Terminating Event" and the General Partner so affected as the "Terminated General Partner") shall dissolve the Partnership unless the Partnership is continued by a remaining General Partner. If no General Partner remains after a Terminating Event, the Partnership shall be dissolved, unless the Limited Partners, within ninety (90) days of such Terminating Event, agree in writing to continue the Partnership, provided that a new General Partner is elected by (i) all the Limited Partners (if the Terminating Event is other than removal) or (ii) a majority in interest of the Limited Partners (if the Terminating Event is removal).

9.3 Payment to Terminated General Partner. Upon the occurrence of a Terminating Event, if the business of the Partnership is continued, the Terminated General Partner shall be entitled to receive from the Partnership the fair market value of the Terminated General Partner's interest, as of the date of the Terminating Event, as calculated by two (2) appraisers, one of whom shall be selected by the Partnership and the other by the Terminated General Partner. In the event that such appraisers are unable to agree on said value, they shall promptly appoint a third appraiser whose determination shall be final and binding. The Partnership and the Terminated General Partner shall pay their own respective expenses incurred in connection with the satisfaction of the foregoing conditions, provided the costs of a third appraiser shall be divided equally. The amount calculated to be due shall be paid to the Terminated General Partner as follows:

9.3.1 Upon a termination of a General Partner pursuant to Section 9.1, in cash; and

9.3.2 Upon the occurrence of a Terminating Event other than removal, by a promissory note coming due within sixty (60) months and bearing interest at an annual rate equal to the then prime rate as listed in the "Money Rates" or successor section of The Wall Street Journal, or comparable index of prime rates if The Wall Street Journal ceases to publish this information, with the interest and principal payable in twenty (20) equal quarterly installments;

#### ARTICLE 10. DISSOLUTION AND LIQUIDATION

10.1 Distributions. Upon (i) the sale or other disposition of all or substantially all of the Partnership's assets or (ii) judicial decree or operation of law, or as otherwise herein provided, the Partnership shall be dissolved and its assets shall be liquidated forthwith. All items of Net Income or Net Loss resulting from the sale of

any Partnership assets shall be properly reflected by adjustments to the capital accounts of all Partners as provided in Article 7. In the event the remaining assets to be distributed to the Partners consist of assets other than cash, the General Partner (or such other person(s) responsible for winding up the Partnership) may elect in its sole discretion to adjust the capital accounts of the Partners to reflect the Net Income or Net Loss which would have resulted if such assets were sold. In settling accounts after liquidation, the monies of the Partnership shall be applied in the following order:

10.1.1 To the payment of debts and liabilities of the Partnership (other than any loans or advances that may have been made by any of the Partners to the Partnership) and the expenses of liquidation;

10.1.2 To the repayment of any loans or advances that may have been made by any of the Partners to the Partnership, but if the amount available for such repayment shall be insufficient, then pro rata on account thereof; and

10.1.3 To the setting up of any reserves which the General Partner may deem reasonably necessary for any contingent liabilities of the Partnership or of the General Partner, arising out of or in connection with the Partnership. Such reserves may be paid over by the General Partner to an escrowee designated by the General Partner to be held by such escrowee for the purpose of disbursing such reserves in payment of any of the aforementioned contingencies, and, at the expiration of such period as the General Partner shall deem advisable, to distribute the balance thereafter remaining in the manner hereinafter provided;

10.1.4 Then to all Partners in accordance with their respective capital account balances, as adjusted.

10.2 Time. A reasonable time shall be allowed for the orderly liquidation of the assets of the Partnership and the discharge of liabilities to creditors so as to enable the General Partner to minimize the normal losses attendant upon liquidation.

10.3 Filing Certificate of Dissolution. Upon dissolution of the Partnership, the General Partner shall execute and file with the California Secretary of State a certificate of dissolution.

10.4 Cancellation of Certificate of Limited Partnership. Upon completion of the winding up of the Partnership's affairs, the General Partner shall execute and



file with the California Secretary of State a certificate of cancellation of the Certificate of Limited Partnership.

10.5 No Recourse Against the General Partner. If the assets of the Partnership remaining after payment or discharge of the debts and liabilities of the Partnership are insufficient to return the Capital Contributions, the Limited Partners shall have no recourse against the General Partner, its Affiliates and their agents for such insufficiency.

ARTICLE 11. BOOKS, RECORDS AND ACCOUNTS

11.1 Partnership Accounting Practices.

11.1.1 The Partnership books shall be kept on a consistent basis as determined by the General Partner. The Partnership books shall be closed and balanced at the end of each fiscal year of the Partnership.

11.1.2 The fiscal year of the Partnership shall be the calendar year.

11.2 Maintenance of Records and Accounts. At all times, the General Partner shall maintain or cause to be maintained true and proper books, records, reports and accounts in which shall be entered fully and accurately all transactions of the Partnership.

11.3 Required Records. The General Partner shall maintain at the principal executive offices of the Partnership all of the following records:

11.3.1 A current list of the full name and last known business or residence address of each Partner, set forth in alphabetical order, together with the contribution and the share in profits and losses of each Partner.

11.3.2 A copy of the Certificate and all certificates of amendment thereto, together with executed copies of any powers of attorney pursuant to which any certificate has been executed.

11.3.3 Copies of the Partnership's federal, state and local income tax or information returns and reports, if any, for the six (6) most recent taxable years.

11.3.4 Copies of this Agreement and all amendments thereto.

11.3.5 Financial statements of the Partnership for the six (6) most recent fiscal years.

11.3.6 The Partnership's books and records for at least the current and past three (3) fiscal years.

11.4 Delivery of Records to Limited Partners. Upon the request of any Limited Partner, the General Partner shall promptly deliver to that Partner a copy of:

11.4.1 The current list of each Partner's name, address, contribution and share in Net Income and Net Loss.

11.4.2 The Certificate of Limited Partnership, as amended, and any powers of attorney pursuant to which any certificate was executed.

11.4.3 This Agreement, as amended.

11.5 Access to Records by Limited Partners. Each Limited Partner and/or each Limited Partner's duly authorized representative, attorney or attorney-in-fact, shall have the right, upon reasonable request, to:

11.5.1 Inspect at the principal executive offices of the Partnership and copy, during normal business hours, any Partnership records the Partnership is required to maintain, pursuant to Section 11.2 and 11.3 of this Agreement.

11.5.2 Obtain from the General Partner, promptly after becoming available, a copy of the Limited Partnership's federal, state, and local income tax or information returns for each year.

11.6 Financial Statements. The General Partner shall issue an annual report containing a balance sheet as of the end of each fiscal year and an income statement and statement of changes in financial position for each fiscal year. The General Partner shall send a copy of that annual report to each Partner not later than one hundred twenty (120) days after the close of each fiscal year.

11.7 Amendments to Agreement. The General Partner shall promptly furnish any Limited Partner who executed a power of attorney authorizing the General Partner to execute an amendment to this Agreement with a copy of any amendment to this Agreement executed by the General Partner pursuant to the power of attorney.

11.8 Income Tax Data. The General Partner shall send to each Partner, within ninety (90) days after the end

of each taxable year, such information as is necessary for them to complete their federal and state income tax or information returns.

11.9 Partnership Tax or Information Returns. The General Partner shall send to each Partner a copy of the Partnership's federal, state, and local income tax or information returns for each taxable year within ninety (90) days after the end of each taxable year.

11.10 Banking. The General Partner shall open and thereafter maintain such separate bank account(s) in the name of the Partnership with such bank(s) as shall be designated by the General Partner from time to time, in which there shall be deposited all of the funds of the Partnership. No other funds shall be deposited in the account(s). The funds in the account(s) shall be used solely for the business of the Partnership, and all withdrawals therefrom are to be made only on checks signed by the General Partner, or such other person or persons as the General Partner may from time to time designate.

ARTICLE 12. SPECIAL POWER OF ATTORNEY; AMENDMENTS

12.1 Special Power of Attorney.

12.1.1 Each Limited Partner grants to the General Partner a special power of attorney irrevocably making, constituting and appointing the General Partner, with full power of substitution, the attorney-in-fact for such Limited Partner with power and authority to act in the Limited Partner's name and on the Limited Partner's behalf to execute, acknowledge and swear to in the execution, acknowledgement and filing of documents, which shall include, by way of illustration, but not of limitation, the following:

12.1.1.1 Any amendments to this Agreement as provided for in Section 12.2.

12.1.1.2 The Certificate and any amendments thereto, which the laws of California or any other state require to be filed or recorded, or which the General Partner deems it advisable to file or record;

12.1.1.3 Any other instrument or document which may be required to be filed or recorded by the Partnership under the laws of any federal, state or other governmental agency, or which the General Partner deems it advisable to file or record; and



12.1.1.4 Any instrument or document which may be required to effect the continuation of the Partnership, the admission of an additional or substituted Limited Partner, or the dissolution and termination of the Partnership (provided such continuation, admission or dissolution and termination are in accordance with the terms of this Agreement).

12.1.1.5 Any notice, financing statement, continuation statement, instrument, document or agreement that the General Partner may deem necessary or desirable to create, preserve, continue, perfect or validate the security interest (in the Units purchased by the Limited Partner) granted under the Promissory Note to the Partnership, or that the General Partner may consider necessary or desirable to exercise or enforce its rights under the Promissory Note with respect to such security interest.

12.1.1.6 Any instrument or document requested by the Partnership or any purchaser of the interest of a Defaulting Limited Partner under the provisions of the Promissory Note.

12.1.1.7 Any other instrument or document which the General Partner deems necessary or desirable to effectuate fully the provisions of this Agreement in accordance with its terms.

12.1.2 The special power of attorney granted by each Limited Partner:

12.1.3 Is a special power of attorney coupled with an interest, is irrevocable, shall survive the death, disability or dissolution (as the case may be) of the granting Limited Partner, and is limited to those matters herein set forth; and

12.1.4 Shall survive a transfer by a Limited Partner of all or any portion of such Limited Partner's Interest, except that, where the transferee of the Interests owned by a Limited Partner has been approved by the General Partner for admission to the Partnership as a substituted Limited Partner, the special power of attorney shall survive such assignment for the sole purpose of enabling the General Partner to execute, acknowledge and file any instrument or document necessary to effect such substitution.

## 12.2 Amendments.

12.2.1 The provisions of this Agreement may be amended in any respect upon the affirmative vote of a

majority in interest of the Limited Partners and the consent of the General Partner.

12.2.2 In addition to any amendments otherwise authorized herein, this Agreement may be amended by the General Partner without the consent of any of the Limited Partners (i) to add to the duties or obligations of the General Partner or surrender any right or power granted to the General Partner herein, for the benefit of the Limited Partners; (ii) to cure any ambiguity, to correct or supplement any provisions herein which may be inconsistent with any other provision herein, or to make any other provisions with respect to matters arising under this Agreement which will not be inconsistent with the provisions of this Agreement; and (iii) to delete or add any provisions of this Agreement required to be so deleted or added by federal agencies or state securities commissioners, which addition or deletion is deemed by such agency or commissioner to be for the benefit or protection of the Limited Partners; provided, however, that no amendment shall be adopted pursuant to this Section 12.2.2 unless the adoption thereof (a) is for the benefit of and not adverse to the interests of the Limited Partners; (b) is consistent with the purpose of the Partnership; (c) does not alter the interests of the Partners in Net Income and Net Loss or in cash distributions of the Partnership; and (d) does not, in the opinion of counsel for the Partnership, by its terms alter the limited liability of the Limited Partners or the status of the Partnership as a Partnership for federal income tax purposes.

12.2.3 In the event this Agreement shall be amended pursuant to this Section, the General Partner shall amend the Certificate to reflect such change if it deems such amendment of the Certificate to be necessary or appropriate. The amendment to the Certificate shall be signed and sworn to by all Partners, and an amendment substituting a Limited Partner or adding a Limited or General Partner shall be signed also by the person to be substituted or added.

### ARTICLE 13. MISCELLANEOUS

13.1 Entire Understanding. This Agreement expresses the entire understanding of the parties regarding the subject matter of this Agreement.

13.2 California Law. This Agreement shall be governed by California law.

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13.3 Subject Headings. Subject headings are included for purposes of convenience only and shall not be deemed part of this Agreement.

13.4 Notices. Any notice given under this Agreement shall be in writing and shall be deemed served when personally delivered to the party or when deposited in the United States mail, first-class postage prepaid, registered or certified mail, return-receipt requested, addressed (i) if to the General Partner, to the principal place of business of the Partnership, and (ii) if to the Limited Partner, to the address set forth on the signature page, or at such other addresses as the parties may specify by written notice served in accordance with this Section 13.4.

13.5 Non-Waiver. No waiver by a party of any failure by another other party to keep any provision of this Agreement shall be a waiver of any preceding or succeeding breach of the same or any other provision.

13.6 Cumulative Rights and Remedies. The rights and remedies provided for in this Agreement shall be cumulative; resort to one right or remedy shall not preclude resort to another or to any other right or remedy provided for by law or in equity.

13.7 Severability. If any provision of this Agreement shall be held unenforceable as applied to any circumstance, the remainder of this Agreement and the application of such provision to other circumstances shall be interpreted so as best to effect the intent of the parties. The parties further agree to replace any such unenforceable provision with an enforceable provision which will achieve, to the extent possible, the purposes of the unenforceable provision.

13.8 Additional Documents. The parties agree to execute any documents as may be necessary or appropriate to achieve the purposes of this Agreement.

13.9 Parties Bound. This Agreement is binding on and shall inure to the benefit of the parties and their respective successors and assigns, subject to provisions of this Agreement regarding assignments.

13.10 Attorneys' Fees. In any action to enforce this Agreement, the prevailing party shall be entitled to recover all reasonable costs, including, without limitation, attorneys' fees.



13.11 Counterparts. This Agreement ~~is~~ be executed in counterparts and each counterpart shall be deemed an original.

13.12 Waiver of Conflict of Interest. The parties to this Agreement acknowledge that this Agreement has been prepared by the law firm of Sanger, Grayson, Givner & Boone (the "Firm"), attorneys for the General Partner. The Firm has advised each of the parties that it may be in his, her or its best interest to seek the advice of independent legal counsel. Although each party to this Agreement retains the right at any time to consult independent legal counsel, each party and principal thereof hereby requests the Firm to deal directly with him, her or it (until such time as that party or principal thereof notifies the Firm otherwise), and waives any potential conflict of interest with respect to or against the Firm.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

DATED: October 1, 1987

GENERAL PARTNER:

THE MOONLIGHT TANGO CAFE, INC.,  
a California corporation

By: 

Its: Pres.

LIMITED PARTNERS:

See attached

Address:

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\_\_\_\_\_  
\_\_\_\_\_

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# LIMITED PARTNERS

## UNITS

BARNESTON CORP.  
1520 CAMDEN #105  
L.A. CA 90069

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DIXIE CARTER  
618 S. LUCERNE  
L.A. CA 90005

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CHARLES C. CHRIETZBERG  
321 WEBSTER  
MONTERREY, CA 93940

1/2

STEPHANIE CHRIETZBERG  
321 WEBSTER  
MONTERREY, CA 93940

1/2

ERNEST & VICKI CRIEZIS  
7942 MULHOLLAND DR.  
L.A. CA 90046

33

RONNIE CLAIRE EDWARDS  
4900 LOS FELIZ BLVD.  
L.A. CA 90027

3

DR/MRS WILLIAM ESTRADA  
1307 RIVERVIEW CIRCLE  
HOUSTON, TX 77077

18

MS. JOY GARRETT  
11552 HESBY ST.  
NORTH HOLLYWOOD, CA 91601

1

MICHAEL GRAYSON  
ATTORNEY AT LAW  
16633 VENTURA BLVD.  
ENCINO, CA 91426

1

VALLORY HARRISON  
12432 HUSTON ST.  
NORTH HOLLYWOOD, CA 91607

JAMES HARRISON  
6636 TYRIAN ST  
LA JOLLA, CA 92037

FAMILY LEASING CO.  
8023 STROUD  
HOUSTON, TX 77036

MRS AMELIA LYON  
7211 IMPERIAL POINT  
HOUSTON, TX 77072

GEORGE KIRVAY  
600 N. SWEETZER  
L.A. CA 90048

ELINOR KRATZER  
834 FOURTH ST #103  
SANTA MONICA, CA 90403

LEONARD KRATZER JR.  
7519 MULHOLLAND DR.  
L.A. CA 90046

MR/MRS MIKE NICHOLS  
2549 RIVER RIDGE  
CONROE, TX 77385

MR/MRS TOM POSTON  
c/o FRED NIGRO #2460  
10100 SANTA MONICA BLVD.  
L.A. CA 90069

MS. JANICE RULE  
105 W. 72ND ST. #12B  
N.Y. N.Y. 10023

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MR/MRS DAVID STEINBERG  
16121 HIGH VALLEY PLACE  
ENCINO, CA 91436

1

DR/MRS TOM TAVOULARIS  
6215 VIA SUBIDA  
RANCHO PALOS VERDES, CA 90274

2

SY WEINTRAUB  
248 S. MAPLETON DRIVE  
L.A. CA 90024

1

MS JO ANNE WORLEY  
315 S. BEVERLY DR. #412  
BEVERLY HILLS, CA 90212

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State  
of  
California

OFFICE OF THE SECRETARY OF STATE

CORPORATION DIVISION

I, **MARCH FONG EU**, Secretary of State of the State of California, hereby certify:

7 That the annexed transcript has been compared with the corporate record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute  
this certificate and affix the Great  
Seal of the State of California this

AUG 24 1987



*March Fong Eu*

Secretary of State

91040843578



State  
of  
California

OFFICE OF THE SECRETARY OF STATE

CORPORATION DIVISION

I, **MARCH FONG EU**, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the corporate record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute  
this certificate and affix the Great  
Seal of the State of California this

JUL 29 1987



*March Fong Eu*

Secretary of State



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ARTICLES OF INCORPORATION

OF

BLUE TANGO CAFE, INC.

RECORDED  
FILED

In the office of the  
of the State of California

I.

The name of this corporation is:

BLUE TANGO CAFE, INC.

JUL 28 1987

MARCH FONG EU, Secretary of State

II.

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

III.

The name and address in the State of California of this corporation's initial agent for service of process is:

Ernie Criezis  
7942 Mulholland  
Los Angeles, California 90046

IV.

This corporation is authorized to issue only one class of shares of stock; and the total number of shares which this corporation is authorized to issue is 7500.

DATED: July 27, 1987

Alpine B. Price  
ALPINE B. PRICE

91040843579

**ACTION TAKEN BY INCORPORATOR**

**OF**

**MOONLIGHT TANGO CAFE, INC.**

The undersigned, the Incorporator of MOONLIGHT TANGO CAFE, INC., a California corporation, hereby takes the following actions:

RESOLVED, that the form of the Bylaws for the regulation of the affairs of this corporation, attached hereto as Exhibit "A", is hereby approved and the Bylaws are hereby adopted; and

FURTHER RESOLVED, that the following individuals are hereby elected to be the first directors of the corporation, to hold office until the next annual meeting of the stockholders and until their successors shall be elected and shall qualify:

ERNEST CRIEZIS  
VICTORIA HEARNE CRIEZIS

This action by Incorporator is taken pursuant to and in accordance with Section 210 of the California Corporations Code.

The undersigned directs that this Action Taken By Incorporator be filed with the proceedings of the Board of Directors of the corporation.

Executed this 29th day of July, 1987, at Encino, California.

Alpine B. Price  
ALPINE B. PRICE  
Incorporator

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BYLAWS OF  
MOONLIGHT TANGO CAFE, INC.  
(A California Corporation)

ARTICLE I  
OFFICES

Section 1. PRINCIPAL EXECUTIVE OFFICES. The principal executive office of the corporation is hereby fixed and located at 13730 Ventura Boulevard, Sherman Oaks, California. The Board of Directors is hereby granted full power and authority to change said principal executive office from one location to another, within or without the State of California.

Section 2. OTHER OFFICES. Other business offices may from time to time be established by the Board of Directors at any place or places where the corporation is qualified to do business.

Section 3. PURPOSES AND POWERS. The corporation shall have such purposes as are now or may hereafter be set forth in the Articles of Incorporation and shall have and exercise such powers in furtherance of its purposes as are now or may hereafter be set forth in the Articles of Incorporation.

ARTICLE II  
SHAREHOLDERS' MEETINGS

Section 1. TIME. An annual meeting of shareholders shall be held for the election of directors on a date and at a time stated in or fixed in accordance with the Bylaws and any other proper business may be transacted thereat. Any special meeting shall be held on the date and at the time as the Board of Directors shall from time to time fix.

Time of Meeting: 10:00 a.m.

Date of Meeting: July 31st

Under no circumstances shall an annual meeting be held more than 60 days after the date designated therefor or, if no date has been designated, for a period of fifteen (15)



months after the organization of the corporation or after its last annual meeting.

Section 2. PLACE. Annual meetings of shareholders and any special meetings shall be held at such place within or without this state as may be stated in or fixed in accordance with the Bylaws or as the Board of Directors may from time to time fix. If no other place is stated or so fixed, shareholder meetings shall be held at the principal executive office of the corporation.

Section 3. CALL. Annual meetings may be called by the Board, the President, the Secretary, or by any officer instructed by the Board to call the meeting.

Section 3.1 Special meetings may be called in like manner or by the holders of shares entitled to cast not less than ten percent (10%) of the votes at the meeting or by such other persons as may be provided in the Articles or Bylaws.

Section 4. NOTICE. Whenever shareholders are required or permitted to take any action at a meeting, a written notice of the meeting shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting to each shareholder entitled to vote thereat. Such notice shall state the place, date, and hour of the meeting, and (1) in the case of a special meeting, the general nature of the business to be transacted, and no other business may be transacted, or (2) in the case of the annual meeting, those matters which the Board, at the time of the mailing of the notice, intends to present for action by the shareholders, but subject to the provisions of the General Corporation Law. The notice of any meeting at which directors are to be elected shall include the names of nominees intended at the time of the notice to be presented by management for election.

Section 4.1 Notice of a shareholders' meeting or any report shall be given either personally or by mail or other means of written communication, addressed to the shareholder at the address of such shareholder appearing on the books of the corporation or given by the shareholder to the corporation for the purpose of notice; or if no such address appears or is given, at the place where the principal executive office of the corporation is located or by publication at least once in a newspaper of general circulation in the county in which the principal executive office is located. The notice or report shall be deemed to have been given at the time when delivered personally or deposited in the mail or sent by other means of written communication. An affidavit of mailing of any notice or report in accordance with the provisions of this subsection,

executed by the Secretary, Assistant Secretary, or any transfer agent, shall constitute sufficient proof of the giving of the notice or report.

If any notice or report addressed to the shareholder at the address of such shareholder appearing on the books of the corporation is returned to the corporation by the United States Postal Service marked to indicate that the United States Postal Service is unable to deliver the notice or report to the shareholder at such address, all future notices or reports shall be deemed to have been duly given without further mailing if the same shall be available for the shareholder upon written demand of the shareholder at the principal executive office of the corporation for a period of one year from the date of the giving of the notice or report to all other shareholders.

Section 4.2 Upon request in writing to the President, Vice President, or Secretary by any person (other than the Board) entitled to call a special meeting of shareholders, the officer forthwith shall cause notice to be given to the shareholders entitled to vote that a meeting will be held at a time requested by the person or persons calling the meeting, not less than 35 nor more than 60 days after receipt of the request. If the notice is not given within 20 days after receipt of the request, the persons entitled to call the meeting may give the notice.

Section 4.3 When a shareholders' meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than 45 days or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each shareholder of record entitled to vote at the meeting as provided in the bylaws or as the General Corporation Law may require.

Section 4.4 The notice of any annual or special meeting shall also include, or be accompanied by, any additional statements, information, or documents prescribed by the General Corporation Law.

Section 5. CONSENT. The transactions of any meeting of shareholders, however called and noticed, and wherever held, are as valid as though had at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy, and if, either before or after the meeting, each of the persons entitled to vote, not present in person or by proxy, signs a written waiver of notice of a



consent to the holding of the meeting or an approval of the minutes thereof.

Section 5.1 All such waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 5.2 Attendance of a person at a meeting constitutes a waiver of notice of such meeting, except when the person objects, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened and except that attendance at a meeting shall not constitute a waiver of any right to object to the consideration of matters required by the General Corporation Law to be included in the notice if such objection is expressly made at the meeting.

Section 5.3 Except as otherwise provided in subdivision (f) of Section 601 of the General Corporation Law, neither the business to be transacted at nor the purpose of any regular or special meeting need be specified in any written waiver of notice.

Section 6. CONDUCT OF MEETING. Meetings of the shareholders shall be presided over by one of the following officers in the following order of seniority and if present and acting--the President, a Vice President, or, if none of the foregoing is in office and present, and acting, by a chairman to be chosen by a majority of the shares represented at the meeting and entitled to vote.

Section 6.1 The Secretary of the corporation, or in his absence, an assistant secretary, shall act as secretary of every meeting, but, if neither the Secretary nor an assistant secretary is present, the chairman of the meeting shall appoint a secretary of the meeting.

Section 7. PROXY REPRESENTATION. Every person entitled to vote shares may authorize another person or persons to act by proxy with respect to such shares either at a meeting or by written action. No proxy shall be valid after the expiration of eleven months from the date of its execution unless otherwise provided in the proxy. Every proxy shall continue in full force and effect until revoked by the person executing it prior to the vote or written action pursuant thereto, except as otherwise provided in this section or by the General Corporation law.

Section 7.1 As used herein, a "proxy" shall be deemed to mean a written authorization signed by a shareholder or a shareholder's attorney in fact giving another person or persons power to vote or consent in writing with respect to the shares of such shareholder, and



"Signed" as used herein shall be deemed to mean the placing of such shareholder's name on the proxy (whether by manual signature, typewriting, telegraphic transmission or otherwise) by such shareholder or shareholder's attorney in fact.

Section 7.2 Where applicable, the form of any proxy shall comply with the provisions of Section 604 of the General Corporation Law.

Section 8. INSPECTORS - APPOINTMENT. In advance of any meeting of shareholders, the Board of Directors may appoint inspectors of election to act at the meeting and any adjournment thereof. If inspectors of election are not so appointed, or, if any persons so appointed fail to appear or refuse to act, the chairman of any meeting of shareholders may, and on the request of any shareholder or a shareholder's proxy shall, appoint inspectors of election (or persons to replace any of those who so fail or refuse) at the meeting. The number of inspectors shall be either one or three. If appointed at a meeting on the request of one or more shareholders or proxies, the majority of shares represented shall determine whether one or three inspectors are to be appointed.

Section 8.1 The inspectors of election shall determine the number of shares outstanding and the voting power of each, the shares represented at the meeting, the existence of a quorum, the authenticity, validity, and effect of proxies, receive votes, ballots, if any, or consents, hear and determine all challenges and questions in any way arising in connection with the right to vote, count and tabulate all votes or consents, determine when the polls shall close, determine the result, and do such acts as may be proper to conduct the election or vote with fairness to all shareholders.

Section 8.2 If there are three inspectors of election, the decision, act, or certificate of a majority shall be effective in all respects as the decision, act, or certificate of all.

Section 9. SUBSIDIARY CORPORATIONS. Shares of this corporation owned by a subsidiary shall not be entitled to vote on any matter. For purposes of this section, a "subsidiary" of this corporation means a corporation of whose shares those possessing more than fifty percent (50%) of the total combined voting power of all classes of shares entitled to vote are owned directly or indirectly through one or more subsidiaries by this corporation.

**Section 10. QUORUM; VOTE; WRITTEN CONSENT.**

A. A majority of the shares entitled to vote, represented in person or by proxy, shall constitute a quorum for the transaction of business at a meeting of shareholders.

B. The shareholders present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment notwithstanding the withdrawal of enough shareholders to leave less than a quorum if any action taken (other than adjournment) is approved by at least a majority of the shares required to constitute a quorum.

C. In the absence of a quorum, any meeting of shareholders may be adjourned from time to time by the vote of a majority of the shares represented thereat either in person or by proxy, but no other business may be transacted except as hereinbefore provided.

Section 10.1 Unless a record date for voting purposes be fixed, as provided in Section 4 of Article V of these Bylaws, then, subject to the provisions of Chapter 7 of the General Corporation Law of California (relating to voting of shares), only persons in whose names shares entitled to vote stand on the stock records of the corporation at the close of business on the business day next preceding the date on which notice of the meeting is given or, if notice is waived, at the close of business on the business day next preceding the day on which the meeting is held, shall be entitled to vote at such meeting, and such day shall be the record date for such meeting.

Section 10.2 In the election of directors, a plurality of the votes cast shall elect. No shareholder shall be entitled to cumulate votes for any one or more candidates at a meeting for the election of directors unless such candidate or candidates' names have been placed in nomination prior to the voting and the shareholder has given notice at the meeting prior to the voting of the shareholder's intention to cumulate the shareholder's votes. If any one shareholder has given such notice, all shareholders may cumulate their votes for such candidates in nomination.

Section 10.3 Except as otherwise provided by the General Corporation Law, the Articles of Incorporation or these Bylaws, any action required or permitted to be taken at a meeting at which a quorum is present shall be authorized by the affirmative vote of a majority of the shares represented at the meeting and entitled to vote, and shall thereby constitute an act of the shareholders.

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Section 10.4 Except in the election of directors by written consent in lieu of a meeting, and except as may otherwise be provided by the General Corporation Law, the Articles of Incorporation or these Bylaws, any action which may be taken at any annual or special meeting of shareholders may be taken without a meeting and without prior notice, if a consent in writing, setting forth the action so taken, shall be signed by holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted.

A. Directors may not be elected by written consent except by unanimous written consent of all shares entitled to vote for the election of directors.

B. Notice of any shareholder approval pursuant to Section 310, 317, 1201 or 2007 without a meeting by less than unanimous written consent shall be given at least ten (10) days before the consummation of the action authorized by such approval, and prompt notice shall be given of the taking of any other corporate action approved by shareholders without a meeting by less than unanimous written consent to those shareholders entitled to vote who have not consented in writing.

Section 11. BALLOT. Elections of directors at a meeting need not be by ballot unless a shareholder demands election by ballot at the election and before the voting begins. In all other matters, voting need not be by ballot.

Section 12. SHAREHOLDERS' AGREEMENTS. Notwithstanding the above provisions, in the event this corporation elects to become a "close corporation," an agreement between two or more shareholders thereof, if in writing and signed by the parties thereto, may provide that in exercising any voting rights the shares held by them shall be voted as provided by the agreement, or as the parties may agree or as determined in accordance with a procedure agreed upon by them, or as otherwise provided in Section 706, or may modify the above provisions as to shareholders' meetings and actions.

### ARTICLE III

#### BOARD OF DIRECTORS

Section 1. FUNCTIONS. The business and affairs of the corporation shall be managed and all corporate powers shall



be exercised by or under the direction of its Board of Directors. The Board of Directors may delegate the management of the day-to-day operation of the business of the corporation to a management company or other person, provided that the business and affairs of the corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board of Directors.

A. The Board of Directors shall have authority to fix the compensation of directors for services in any lawful capacity.

Section 1.1 Each director shall exercise such powers and otherwise perform the duties of a director in good faith, in the manner such director believes to be in the best interests of the corporation, and with such care, including reasonable inquiry, using ordinary prudence, as an ordinarily prudent person in a like position would use under similar circumstances.

Section 2. EXCEPTION FOR CLOSE CORPORATION. In the event that this corporation shall elect to become a close corporation, as defined in Section 158, its shareholders may enter into a Shareholders' Agreement as defined and provided in Sections 186 and 300(b). Notwithstanding the provisions of Section 1 of this Article, said agreement may provide for the exercise of corporate powers and the management of the business and affairs of this corporation by the shareholders, provided however such agreement shall, to the extent and so long as the discretion or the powers of the Board in its management of corporate affairs is controlled by such agreement, impose upon each shareholder who is a party thereof, liability for managerial acts performed or omitted by such person pursuant thereto that is otherwise imposed by Section 300 upon Directors, and the directors shall be relieved to that extent from such liability.

Section 3. QUALIFICATIONS AND NUMBER. A director need not be a shareholder of the corporation, a citizen of the United States, or a resident of the State of California.

Section 3.1 The authorized number of directors constituting the Board of Directors until further changed shall be two (2); provided, however, the authorized number of directors constituting the Board shall be at least three; provided further that whenever the corporation shall have only two shareholders, the number of directors may be at least two, and, whenever the corporation shall have only one shareholder, the number of directors may be at least one. Subject to the foregoing provisions, the number of directors may be changed from time to time by an amendment of these Bylaws adopted by approval of the outstanding shares. Any such amendment reducing the number of directors to fewer

than five cannot be adopted if the votes cast against its adoption at a meeting or the shares not consenting in writing in the case of action by written consent are equal to more than sixteen and two-thirds percent of the outstanding shares or as provided by Section 212(a). No decrease in the authorized number of directors shall have the effect of shortening the term of any incumbent director.

Section 4. ELECTION AND TERM. The initial Board of Directors shall consist of the persons designated in the Articles as such or elected by the incorporators, all of whom shall hold office until the first annual meeting of shareholders or until the expiration of the term for which elected and until their successors have been elected and qualified, or until their earlier resignation or removal from office. Thereafter, at each annual meeting of shareholders, directors shall be elected to hold office until the next annual meeting. Each director, including directors who are elected to fill any vacancies, shall hold office until the next annual meeting of shareholders and until their successors have been elected and qualified, or until their earlier resignation, removal from office, or death.

Section 4.1 An ex officio director serves on the Board by virtue of his official position. He shall remain an ex officio director until he shall no longer hold a designated position which is the basis for ex officio membership.

Section 4.2 If in the interim between annual meetings of shareholders or of special meetings of shareholders called for the election of directors any vacancies occur in the Board of Directors, including vacancies resulting from an increase in the authorized number of directors which have not been filled by the shareholders, including any other vacancies which the General Corporation Law authorizes directors to fill, and including vacancies resulting from the removal of directors which are not filled at the meeting of shareholders at which any such removal has been effected, if the Articles of Incorporation or a Bylaw adopted by the shareholders so provides, they may be filled by the vote of a majority of the directors then in office or by a sole remaining director, although less than a quorum exists.

Section 4.3 Any director may resign effective upon giving notice to the Chairman of the Board, if any, the President, the Secretary, or the Board of Directors, unless the notice specifies a later time for the effectiveness of such resignation. If the resignation is effective at a future time, a successor may be elected to the office when the resignation becomes effective.

Section 4.4 The shareholders may elect a director at any time to fill any vacancy which the directors are entitled to fill, but which they have not filled. Any such election by written consent shall require the consent of a majority of the shares.

Section 5. MEETINGS.

Section 5.1 Time. Meetings shall be held at such time as provided in the Articles or as herein set forth in the Bylaws or as the Board shall fix by resolution, except that the first meeting of a newly elected Board shall be held as soon after its election as the directors may conveniently assemble. In the event the newly elected Board meets immediately following the annual meeting of shareholders wherein they were elected, then, for such meetings and notwithstanding any other provision of this section, call and notice are hereby waived and dispensed with.

Section 5.1.1 An annual meeting of the Board of Directors shall be held immediately following the annual meeting of shareholders or such meetings may be held at such time and place as may be designated by the Chairman of the Board, if any, or the President in an appropriate notice of the meeting or as may be fixed by these Bylaws or by resolution of the Board of Directors, for the purpose of election of successor directors, election of officers, and the transaction of any other proper business.

Section 5.1.2 The Board of Directors shall meet regularly on the 2nd Tuesday of February, September, and December unless otherwise cancelled. The time and place of such meeting shall be fixed as according to this section.

Section 5.2 Place. Meetings of the Board of Directors may be held at any place within or without the State of California which has been designated in the notice of the meeting or, if not stated in said notice or if there is no notice given, at the place designated in these Bylaws or by resolution of the Board of Directors. In the absence of such designation, meetings shall be held at the principal executive office of the corporation.

Section 5.3 Special Meetings. Meetings of the Board of Directors may be called at any time by the Chairman of the Board, if any, the President, or any Vice President, or the Secretary, or any two directors.

Section 5.4 Notice and Waiver Thereof. No notice shall be required for regular meetings for which the time and place have been fixed by these Bylaws or by resolution of the Board of Directors. Special meetings shall be held



To Be Done By:      Date  
Client Acct. Atty.      Done

- |   | To Be Done By: | Date Done |
|---|----------------|-----------|
| 9. <u>Assets and Liabilities:</u><br>Determine which assets and liabilities of previous business are to be transferred to the corporation, if applicable. Determine what stock and notes will be issued in exchange.                  |                | X         |
| 10. <u>Document Sale or Transfer:</u><br>Prepare documents, bills of sale, etc. for transfer of property to corporation, if applicable.   |                | X         |
| 11. <u>Accounts Receivable:</u><br>Transfer accounts receivable, if applicable.   |                | X         |
| 12. <u>Bulk Sale Law:</u><br>Determine compliance with bulk sale law, if applicable.  |                | X         |
| 13. <u>Stock Issuance:</u><br>Issue stock (bearing restriction language). Consider buy-sell agreements.   |                | X         |
| 14. <u>Debt Security Issuance:</u><br>Issue debt securities & confirm amount of debt & stock.   | X              | X         |
| 15. <u>Stock Purchase Agreement:</u><br>Prepare Stock Purchase Agreement, if applicable.  |                | X         |
| 16. <u>Employment Agreement:</u><br>Prepare Employment Agreements, if applicable.   |                | X         |
| 17. <u>Transfer of Leases:</u><br>Transfer leases, if applicable.   |                | X         |
| 18. <u>Taxpayer Identification:</u><br>File for employer identification number, federal form SS-4, state form DE-1.   | X              |           |
| 19. <u>Insurance Carriers:</u><br>Notify any insurance carriers (fire, auto, property, liability, professional liability, [malpractice] etc.) relating to assets transferred. Add corporation to policies of assets used in business. | X              |           |

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To Be Done By:      Date  
Client Acct. Atty.      Done

- |  | To Be Done By: | Date Done |
|--|----------------|-----------|
| 20. <u>Telephone Listing:</u><br>Change telephone listing.   | X              |           |
| 21. <u>Corporate Stationery:</u><br>Order new business cards, letter-head, appointment cards, billing forms, stationery, etc.  | X              |           |
| 22. <u>Notices:</u><br>Send notice of incorporation to suppliers, clients, etc.  | X              |           |
| 23. <u>Professional Listing:</u><br>Change name in professional & business lists.  | X              |           |
| 24. <u>Employee Withholding:</u><br>File W-4 forms for all employees (including shareholder/employees.)  | X              |           |
| 25. <u>Utilities:</u><br>Notify utilities of corporate ownership, if applicable.   | X              |           |
| 26. <u>Workmen's Compensation:</u><br>File application for corporate coverage under Workmen's Compensation, or transfer of Workmen's Compensation credit.                          | X              |           |
| 27. <u>Unemployment Compensation:</u><br>File application for corporate coverage under Unemployment Compensation insurance or transfer state unemployment insurance to new entity. | X              |           |
| 28. <u>Federal Unemployment 940:</u><br>File final form 940 re Federal Unemployment tax and FICA taxes for previous entity.  |                | X         |
| 29. <u>Final Withholding Tax Returns:</u><br>File final state and federal forms re withholding of income tax of previous entity.   |                | X         |
| 30. <u>Final Income Tax Returns:</u><br>File final state and federal income tax returns of previous entity.  |                | X         |

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- | 31. | <b>Final Sales Tax Returns:</b><br>File final state form re vendor's sales tax of previous entity.  |   | X |   |
|-----|---|---|---|---|
| 32. | <b>Fiscal Year:</b><br>Elect accounting method & fiscal year end for new corporation on first corporate tax return. Inform FSC&G of FYE date.   |   | X |   |
| 33. | <b>First Estimated Income Tax:</b><br>File first estimated state income tax payment of corporation within 3 1/2 months of incorporation. (Form 100ES)<br>(This is separate from \$200.00 paid to state at time of incorporation). |   | X |   |
| 34. | <b>City Business License:</b><br>Contact administrator of local city income tax department to determine which forms are required of withholding agents on payrolls and estimated income tax for corporations. File same.          | X |   |   |
| 35. | <b>Sales Tax License:</b><br>Determine taxable nature of previous entity's transactions re sales tax. Obtain new sales tax vendor's license, if applicable, on first day of business.   | X |   |   |
| 36. | <b>Personal Property Tax:</b><br>File state and/or county forms re personal property tax within ninety days of commencing business.   |   | X |   |
| 37. | <b>Special Licenses:</b><br>Apply for new licenses or transfer old licenses re food, drug, cigarette, liquor, etc.  | X |   |   |
| 38. | <b>Benefit Plans:</b><br>Adopt benefit plans:<br>a) Pension & profit sharing<br>b) Group term life insurance<br>c) Death benefit<br>d) Medical Reimbursement<br>e) Wage Continuation<br>f) Accident & Health                      |   |   | X |

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To Be Done By:      Date  
 Client Acct. Atty.      Done

- 39. Keogh Plan:  
 Terminate Keogh Plan.
- 40. Subchapter S Election:  
 File Subchapter S election, if  
 applicable.

X

X

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State  
of  
California

OFFICE OF THE SECRETARY OF STATE

I, **MARCH FONG EU**, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute  
this certificate and affix the Great  
Seal of the State of California this

NOV 17 1932



*March Fong Eu*

Secretary of State

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ARTICLES OF INCORPORATION

OF

THE GREAT GREEK, INC.

**ENDORSED  
FILED**

In the office of the Secretary of State  
of the State of California

**NOV 9 1982**

MARCH FONG EM, Secretary of State

Kathleen P. Gutierrez  
Deputy

I

The name of this corporation is THE GREAT GREEK, INC.

II

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

III

The name and address in the State of California of this corporation's initial agent for service of process is:

SHELDON H. SLOAN  
8481 Melrose Place  
Los Angeles, California 90069

IV

This corporation is authorized to issue only one class of shares of stock; and the total number of shares which this corporation is authorized to issue is 1000.

DATED: November 4, 1982.

  
RICHARD A. LAWRENCE

I hereby declare that I am the person who executed the foregoing Articles of Incorporation, which execution is my act and deed.

  
RICHARD A. LAWRENCE

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State  
of  
California

OFFICE OF THE SECRETARY OF STATE

CORPORATION DIVISION

I, **MARCH FONG EU**, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the corporate record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute  
this certificate and affix the Great  
Seal of the State of California this  
JUN 26 1989



*March Fong Eu*

Secretary of State

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ENDORSED  
FILE  
In the office of the Secretary of State  
of the State of California

CERTIFICATE OF AMENDMENT  
OF ARTICLES OF INCORPORATION

JUN 15 1989

MARCH FONG EU, Secretary of State

ERNEST CRIEZIS and VICKI CRIEZIS hereby certify that:

1. They are the President and the Secretary, respectively, of THE GREAT GREEK, INC., a California corporation.
2. The Articles of Incorporation of the corporation are hereby amended to add an Article VI and an Article VII, to read as follows:

"VI

The liability of this corporation's directors for monetary damages shall be eliminated to the fullest extent permissible under California law.

Any repeal or modification of this Article VI shall not adversely affect any rights or protections to which this corporation's directors were entitled prior to such repeal or modification.

VII

This corporation is authorized to indemnify agents (as defined in California Corporations Code Section 317) for breach of duty to this corporation and its stockholders through bylaw provisions or through agreements with the agents, or both, in excess of the indemnification otherwise permitted by California Corporations Code Section 317, subject to the limits on such excess indemnification set forth in California Corporations Code Section 204.

Any repeal or modification of this Article VII shall not adversely affect


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any rights or protections to which the corporation's agents were entitled prior to such repeal or modification."

3. The foregoing amendment of the Articles of Incorporation has been duly approved by the Board of Directors of the corporation.

3. The foregoing amendment of the Articles of Incorporation has been duly approved by the required vote of the shareholders of the corporation, in accordance with Section 902 of the California Corporations Code. The total number of outstanding shares of the corporation entitled to vote on the foregoing amendment is One Hundred Fifty (150). The total number of shares voting in favor of the amendments equaled or exceeded the vote required, which percentage vote required was more than fifty percent (50%).

  
ERNEST CRIEZIS  
President

  
VICKI CRIEZIS  
Secretary

The undersigned declare under penalty of perjury under the laws of the State of California that the matters set



forth in the foregoing Certificate are true and correct of  
their own knowledge.

DATED: June 2, 1989

  
ERNEST CRIEZIS

  
VICKI CRIEZIS

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**BYLAWS  
OF**

**THE GREAT GREEK, INC.  
A California Corporation**

**ARTICLE I  
OFFICES**

**Section 1. PRINCIPAL OFFICE.** The board of directors shall fix the location of the principal executive office of the corporation at any place within or outside the State of California. If the principal executive office is located outside the State of California, and the corporation has one or more business offices in the State of California, the board of directors shall likewise fix and designate a principal business office in the State of California.

**Section 2. OTHER OFFICES.** The corporation may also establish offices at such other places, both within and outside the State of California, as the board of directors may from time to time determine or the business of the corporation may require.

**ARTICLE II  
MEETINGS OF SHAREHOLDERS**

**Section 1. PLACE OF MEETINGS.** Meetings of shareholders shall be held at any place within or outside the State of California designated by the board of directors. In the absence of any such designation, shareholders' meetings shall be held at the principal executive office of the corporation.

**Section 2. ANNUAL MEETINGS.** The annual meeting of shareholders shall be held on the first of April in each year at ten o'clock A.M., or such other date or time as may be fixed by the board of directors; provided, however, that should said day fall upon a legal holiday, such annual meeting of shareholders shall be held at the same time on the next succeeding day which is a full business day. At such meeting, directors shall be elected and any other proper business may be transacted.

**Section 3. SPECIAL MEETINGS.** A special meeting of the shareholders may be called at any time by the board of directors, the chairman of the board, the president, or one or more shareholders holding in the aggregate shares entitled to cast not less than 10% of the votes at any such meeting.

If a special meeting is called by anyone other than the board of directors, the request shall be in writing, specifying the time of the meeting and the general nature of the business proposed to be transacted, and shall be delivered personally or sent by registered mail or by telegraphic or other facsimile transmission to the chairman of the board, the president, any vice president or the secretary of the corporation. The officer receiving such request forthwith shall cause notice to be given to the shareholders entitled to vote, in accordance with the provisions of Sections 4 and 5 of this Article II, that a meeting will be held at the time requested by the person or persons calling the meeting, not less than thirty-five (35) nor more than sixty (60) days after the receipt of the request. If the notice is not given within twenty (20) days after receipt of the request, the person or persons requesting the meeting may give the notice. Nothing contained in this paragraph of this Section 3 shall be construed as limiting, fixing or affecting the time when a meeting of shareholders called by action of the board of directors may be held.

Section 4. NOTICE OF MEETINGS. All notices of meetings of shareholders shall be sent or otherwise given in accordance with Section 5 of this Article II not less than ten (10) nor more than sixty (60) days before the date of the meeting being noticed. The notice shall specify the place, date and hour of the meeting and (i) in the case of a special meeting, the general nature of the business to be transacted, or (ii) in the case of the annual meeting, those matters which the board of directors, at the time of giving the notice, intends to present for action by the shareholders. The notice of any meeting at which directors are to be elected shall include the name of any nominee or nominees whom, at the time of the notice, management intends to present for election.

If action is proposed to be taken at any meeting for approval of (i) a contract or transaction in which a director has a direct or indirect financial interest, pursuant to Section 310 of the California Corporations Code (the "Code"), (ii) an amendment of the articles of incorporation, pursuant to Section 902 of the Code, (iii) a reorganization of the corporation, pursuant to Section 1201 of the Code, (iv) a voluntary dissolution of the corporation, pursuant to Section 1900 of the Code, or (v) a distribution in dissolution other than in accordance with the rights of outstanding preferred shares, pursuant to Section 2007 of the Code, the notice shall also state the general nature of such proposal.

Section 5. MANNER OF GIVING NOTICE. Notice of any meeting of shareholders shall be given personally or by first-class mail or telegraphic or other written communication, charges prepaid, addressed to the shareholder at the shareholder's address appearing on the books of the corporation or given by the shareholder to the corporation for the purpose of notice. If no such address appears on the corporation's books or is given, notice shall be deemed to have been given if sent to that shareholder by first-class mail or telegraphic or other written communication to the corporation's principal executive office, or if published at least once in a newspaper of general circulation in the county in which the principal executive office is located. Notice shall be deemed to have been given when delivered personally or deposited in the mail or sent by telegram or other means of written communication.

If any notice addressed to a shareholder at the address of such shareholder appearing on the books of the corporation is returned to the corporation by the United States Postal Service marked to indicate that the Service is unable to deliver the notice to the shareholder at such address, all future notices or reports shall be deemed to have been duly given without further mailing if the same shall be available to the shareholder upon written demand at the principal executive office of the corporation for a period of one year from the date of the giving of such notice or report to all other shareholders.

An affidavit of the mailing or other means of giving any notice of any shareholders' meeting shall be executed by the secretary, assistant secretary or any transfer agent of the corporation, and shall be filed and maintained in the minute book of the corporation.

Section 6. QUORUM. Unless otherwise provided in the articles of incorporation, the presence in person or by proxy of the holders of a majority of the shares entitled to vote at any meeting of shareholders shall constitute a quorum for the transaction of business. The shareholders present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough shareholders to leave less than a quorum, if any action taken (other than adjournment) is approved by at least a majority of the shares required to constitute a quorum.



Section 7. **ADJOURNMENT.** Any shareholders' meeting, annual or special, whether or not a quorum is present, may be adjourned from time to time by the vote of a majority of the shares represented at such meeting, either in person or by proxy, but in the absence of a quorum, no other business may be transacted at such meeting, except as provided in Section 6 of this Article II.

When any meeting of shareholders, annual or special, is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place thereof are announced at a meeting at which the adjournment is taken, unless a new record date for the adjourned meeting is fixed, or unless the adjournment is for more than forty-five (45) days from the date set for the original meeting, in which case the board of directors shall set a new record date. Notice of any such adjourned meeting shall be given to each shareholder of record entitled to vote at the adjourned meeting in accordance with the provisions of Sections 4 and 5 of this Article II. At any adjourned meeting, the corporation may transact any business which might have been transacted at the original meeting.

Section 8. **VOTING.** The shareholders entitled to vote at any meeting of shareholders shall be determined in accordance with the provisions of Section II of this Article II, subject to the provisions of Sections 702 to 704, inclusive, of the Code (relating to voting shares held by a fiduciary, in the name of a corporation or in the names of two or more persons). The vote may be by voice vote or by ballot; provided, however, that any election for directors must be by ballot if demanded by a shareholder at the meeting and before the voting begins. Any shareholder entitled to vote on any matter (other than elections of directors) may vote part of the shares in favor of the proposal and refrain from voting the remaining shares or vote them against the proposal, but, if the shareholder fails to specify the number of shares such shareholder is voting affirmatively, it will be conclusively presumed that the shareholder's approving vote is with respect to all shares such shareholder is entitled to vote. If a quorum is present, the affirmative vote of the majority of the shares represented at the meeting and entitled to vote on any matter (other than the election of directors) shall be the act of the shareholders, unless the vote of a greater number or voting by classes is required by the Code or the articles of incorporation.

At a shareholders' meeting involving the election of directors, no shareholder shall be entitled to cumulate votes on behalf of any candidate for director (i.e., each shareholder shall be entitled to cast for any one or more candidates no greater number of votes than the number of shares held by such shareholder) unless such candidate or candidates' names have been placed in nomination prior to the voting and the shareholder has given notice prior to the voting of the shareholder's intention to cumulate votes. If any shareholder has given such notice, every shareholder entitled to vote may cumulate votes for candidates in nomination and give one candidate a number of votes equal to the number of directors to be elected multiplied by the number of votes to which such shareholder's shares are entitled, or distribute the shareholder's votes on the same principle among as many candidates as the shareholder thinks fit. The candidates receiving the highest number of votes, up to the number of directors to be elected, shall be elected.

Section 9. **WAIVER OF NOTICE: CONSENT.** The transactions of any meeting of shareholders, annual or special, however called and noticed, and wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy, and if, either before or after the meeting, each person entitled to vote, who was not present in person or by proxy, signs a written waiver of notice, or a consent to a holding of the meeting, or an approval of the minutes thereof. The waiver of notice or consent need not specify either the business to be transacted or the purpose of

any annual or special meeting of shareholders, except that if action is taken or proposed to be taken for approval of any matters specified in the second paragraph of Section 4 of this Article II, the waiver of notice or consent shall state the general nature of the proposal. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Attendance of a person at a meeting shall also constitute a waiver of notice of such meeting, except when the person objects, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened, and except that attendance at a meeting is not a waiver of any right to object to the consideration of matters not included in the notice of such meeting if such objection is expressly made at the meeting.

**Section 10. ACTION WITHOUT MEETING.** Unless otherwise provided in the articles of incorporation, any action which may be taken at any annual or special meeting of shareholders may be taken without a meeting and without prior notice, if a consent in writing, setting forth the action so taken, is signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. In the case of election of directors, such consent shall be effective only if signed by the holders of all outstanding shares entitled to vote for the election of directors; provided, however, that a director may be elected at any time to fill a vacancy on the board of directors not filled by the directors, by the written consent of the holders of a majority of the outstanding shares entitled to vote for the election of directors. All such consents shall be filed with the secretary of the corporation and shall be maintained in the corporate records. Any shareholder giving a written consent, or the shareholder's proxy holder, or a transferee of the shares or a personal representative of the shareholder or their respective proxy holders, may revoke the consent by a writing received by the secretary of the corporation prior to the time that written consents of the number of shares required to authorize the proposed action have been filed with the secretary.

Unless the consents of all shareholders entitled to vote have been solicited in writing, the secretary shall give prompt notice of any corporate action approved by the shareholders without a meeting by less than unanimous written consent to those shareholders entitled to vote who have not consented in writing. Such notice shall be given in the manner specified in Section 5 of this Article II. In the case of approval of (i) contracts or transactions in which a director has a direct or indirect financial interest, pursuant to Section 310 of the Code, (ii) indemnification of agents of the corporation, pursuant to Section 317 of the Code, (iii) a reorganization of the corporation, pursuant to Section 1201 of the Code, or (iv) a distribution in dissolution other than in accordance with the rights of outstanding preferred shares, pursuant to Section 2007 of the Code, such notice shall be given at least ten (10) days before the consummation of the action authorized by any such approval.

**Section 11. RECORD DATE.** For purposes of determining the shareholders entitled to notice of any meeting or to vote or entitled to give consent to corporate action without a meeting, the board of directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days prior to the date of the meeting nor more than sixty (60) days prior to the action without a meeting, and in such case only shareholders of record on the date so fixed are entitled to notice and to vote or to give consents, as the case may be, notwithstanding any transfer of any shares on the books of the corporation after the record date, except as otherwise provided in the California General Corporation Law.



If the board of directors does not so fix a record date:

(a) The record date for determining shareholders entitled to notice of or to vote at a meeting of shareholders shall be at the close of business on the business day next preceding the day on which notice is given or, if notice is waived, at the close of business on the business day next preceding the day on which the meeting is held.

(b) The record date for determining shareholders entitled to give consent to corporate action in writing without a meeting, (i) when no prior action by the board has been taken, shall be the day on which the first written consent is given, or (ii) when prior action of the board has been taken, shall be at the close of business on the day on which the board adopts the resolution relating thereto, or the sixtieth (60th) day prior to the date of such other action, whichever is later.

**Section 12. PROXIES.** Every person entitled to vote for directors or on any other matter shall have the right to do so either in person or by one or more agents authorized by a written proxy signed by the person and filed with the secretary of the corporation. A proxy shall be deemed signed if the shareholder's name is placed on the proxy (whether by manual signature, typewriting, telegraphic transmission or otherwise) by the shareholder or the shareholder's attorney in fact. A validly executed proxy which does not state that it is irrevocable shall continue in full force and effect unless (i) revoked by the person executing it, prior to the vote pursuant thereto, by a writing delivered to the corporation stating that the proxy is revoked or by a subsequent proxy executed by, or attendance at the meeting and voting in person by, the person executing the proxy; or (ii) written notice of the death or incapacity of the maker of the proxy is received by the corporation before the vote pursuant thereto is counted; provided, however, that no such proxy shall be valid after the expiration of eleven (11) months from the date of the proxy, unless otherwise provided in the proxy. The revocability of a proxy that states on its face that it is irrevocable shall be governed by the provisions of Section 705(e) and (f) of the Code.

**Section 13. INSPECTORS OF ELECTION.** Before any meeting of shareholders, the board of directors may appoint any persons (other than nominees for office) to act as inspectors of election at the meeting or any adjournments thereof. If inspectors of election are not so appointed, the chairman of the meeting may, and on the request of any shareholder or a shareholder's proxy shall, appoint inspectors of election at the meeting. The number of inspectors shall be either one (1) or three (3). If inspectors are appointed at a meeting on the request of one or more shareholders or proxies, the majority of shares represented in person or by proxy shall determine whether one (1) or three (3) inspectors are to be appointed. If any person appointed as inspector fails to appear or refuses to act, the chairman of the meeting may, and upon the request of any shareholder or a shareholder's proxy shall, appoint a person to replace the one who so failed or refused. If there are three (3) inspectors of election, the decision, act or certificate of a majority of them is effective in all respects as the decision, act or certificate of all. Any report or certificate made by the inspectors of election is *prima facie* evidence of the facts stated therein.

### ARTICLE III DIRECTORS

**Section 1. POWERS.** Subject to the provisions of the California General Corporation Law and any limitations in the articles of incorporation and these bylaws relating to action



required to be approved by the shareholders or by the outstanding shares, the business and affairs of the corporation shall be managed and all corporate powers shall be exercised by or under the direction of the board of directors.

~~Section 2. NUMBER. The authorized number of directors shall be ( ), until changed by an amendment to the articles of incorporation or, if permitted by Section 212 of the Code, by an amendment to this bylaw, duly adopted by the vote or written consent of holders of a majority of the outstanding shares entitled to vote; provided, however, that an amendment reducing the number of directors to a number less than five (5) cannot be adopted if the votes cast against its adoption at a meeting, or the shares not consenting in the case of action by written consent, are equal to more than 16 2/3% of the outstanding shares entitled to vote.~~

**Section 3. ELECTION AND TERM OF OFFICE.** Directors shall be elected at each annual meeting of the shareholders to hold office until the next annual meeting. Each director, including a director elected to fill a vacancy, shall hold office until the expiration of the term for which elected and until a successor has been elected and qualified.

**Section 4. REMOVAL.** Any or all of the directors may be removed by order of court pursuant to Section 304 of the Code, or by the shareholders pursuant to the provisions of Section 303 of the Code.

**Section 5. VACANCIES.** Vacancies in the board of directors may be filled by a majority of the remaining directors, though less than a quorum, or by a sole remaining director, except that a vacancy created by the removal of a director may be filled only by the vote of a majority of the shares entitled to vote represented at a duly held meeting at which a quorum is present, or by the written consent of holders of a majority of the outstanding shares entitled to vote. Each director so elected shall hold office until the next annual meeting of the shareholders and until a successor has been elected and qualified.

A vacancy or vacancies in the board of directors shall be deemed to exist in the case of the death, resignation or removal of any director, or if the board of directors by resolution declares vacant the office of a director who has been declared of unsound mind by an order of court or who has been convicted of a felony, or if the authorized number of directors is increased, or if the shareholders fail, at any meeting of shareholders at which any director or directors are elected, to elect the number of directors to be voted for at that meeting.

The shareholders may elect a director or directors at any time to fill any vacancy or vacancies not filled by the directors, but any such election by written consent shall require the consent of a majority of the outstanding shares entitled to vote.

Any director may resign effective upon giving written notice to the chairman of the board, the president, the secretary or the board of directors, unless the notice specifies a later time for the effectiveness of such resignation. If the resignation of a director is effective at a future time, the board of directors may elect a successor to take office when the resignation becomes effective.

No reduction of the authorized number of directors shall have the effect of removing any director prior to the expiration of his or her term of office.

**Section 6. PLACE OF MEETINGS AND MEETINGS BY TELEPHONE.** Regular meetings of the board of directors may be held at any place within or outside the State of California that has been designated from time to time by resolution of the board. In the absence of such designation, regular meetings shall be held at the principal executive office of the corporation. Special meetings of the board shall be held at any place within or

**CONSENT TO ACTION WITHOUT MEETING  
OF SHAREHOLDERS OF**

**THE GREAT GREEK, INC.**

The undersigned, being all of the shareholders of THE GREAT GREEK, INC., a California corporation, hereby consent to the following action:

WHEREAS, fifty (50) shares of the common stock of the corporation were issued to ANTONY KOURSARIS as of December, 1986, thereby increasing the number of shareholders of the corporation to three (3); and

WHEREAS, Section 212(a) of the California Corporations Code requires that the number or minimum number of directors of a corporation shall not be less than three (3); provided, however, that before shares are issued the number may be one (1), before shares are issued the number may be two (2), so long as the corporation has only one (1) shareholder, the number may be one (1), so long as the corporation has only one (1) shareholder, the number may be two (2), and so long as the corporation has only two (2) shareholders, the number may be two (2); and

WHEREAS, the Bylaws of the corporation have not been amended to comply with Section 212 of the California Corporations Code to increase the authorized number of directors to three (3);

NOW, THEREFORE, BE IT RESOLVED, that Article III, Section 2 of the Bylaws of the corporation shall hereby be amended to read in its entirety as follows:

\* "The authorized number of directors constituting the Board of Directors until further changed shall be three (3); provided, however, the authorized number of directors constituting the Board shall be at least three (3); provided further that whenever the corporation shall have only two (2) shareholders, the number of directors may be at least two (2), and, whenever the corporation shall have only one (1) shareholder, the number of directors may be at least one (1). Subject to the foregoing provisions, the number of directors may be changed from time to

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time by an amendment of these Bylaws adopted by approval of the outstanding shares. Any such amendment reducing the number of directors to fewer than five cannot be adopted if the votes cast against its adoption at a meeting or the shares not consenting in writing in the case of action by written consent are equal to more than sixteen and two-thirds percent (16-2/3%) of the outstanding shares or as provided by Section 212(a). No decrease in the authorized number of directors shall have the effect of shortening the term of any incumbent director."; and

FURTHER RESOLVED, that ANTONY KOURSARIS be, and he hereby is, elected as a director of the corporation, effective as of DECEMBER 15, 1963.

This action in the absence of a meeting is taken pursuant to and in accordance with the Bylaws of the corporation and with Section 603 of the California Corporations Code.

DATED: JUNE 29, 1967.

  
ORESTES ERNEST CRIEZIS

  
SPERO CRIEZIS

  
ANTONY KOURSARIS

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upon at least four days' notice by mail or upon at least forty-eight hours' notice delivered personally or by telephone or telegraph.

A. Notice of a meeting need not be given to any director who signs a waiver of notice, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to such director.

B. A notice or waiver of notice need not specify the purpose of any regular or special meeting of the Board of Directors.

Section 6. SOLE DIRECTOR PROVIDED BY ARTICLES OF INCORPORATION. In the event only one director is required by the Bylaws or Articles of Incorporation, pursuant to Section 212(a), then any reference herein to notices, waivers, consents, meetings, or other actions by a majority or quorum of the directors shall be deemed to refer to such notice, waiver, etc., by such sole director, who shall have all rights and duties and shall be entitled to exercise all of the powers and shall assume all the responsibilities otherwise herein described as given to a Board of Directors.

Section 7. QUORUM AND ACTION. A majority of the authorized number of directors shall constitute a quorum of the Board for the transaction of business except when a vacancy or vacancies prevents such majority, whereupon a majority of the directors in office shall constitute a quorum unless otherwise prohibited by the General Corporation Law and, provided such majority shall constitute at least either one-third of the authorized number of directors or at least two directors, whichever is larger, unless the authorized number of directors is only one.

Section 7.1 A majority of the directors present, whether or not a quorum is present, may adjourn any meeting to another time and place. If the meeting is adjourned for more than twenty-four (24) hours, notice of any adjournment to another time or place shall be given prior to the time of the adjourned meeting to the directors, if any, who were not present at the time of adjournment.

Section 7.2 Except as the Articles of Incorporation, these Bylaws and the General Corporation Law may otherwise provide, the act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present is the act of the Board of Directors.

Section 7.3 Members of the Board of Directors may participate in a meeting through use of conference telephone

or similar communications equipment, so long as all members participating in such meeting can hear one another, and participation by such use shall be deemed to constitute presence in person at any such meeting.

Section 7.4 A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of directors, if any action is approved by at least a majority of the required quorum for such meeting.

Section 8. CHAIRMAN OF THE MEETING. The chairman of any meeting of the Board of Directors shall be the Chairman of the Board, if any and if present and acting, or the President, in the absence of the Chairman of the Board and if present and acting, or any director chosen by the Board or provided in the Bylaws, and who shall preside at all such meetings.

Section 9. REMOVAL OF DIRECTORS. The entire Board of Directors or any individual director may be removed from office without cause if such removal is approved by the holders of at least two-thirds of the outstanding shares entitled to vote, and voting at a special meeting held for that purpose or by a vote of at least a majority of the Board of Directors, provided, that unless the entire Board is removed, an individual director shall not be removed when the votes cast against such removal, or not consenting in writing to such removal, would be sufficient to elect such director if voted cumulatively at an election of directors at which the same total number of votes were cast or, if such action is taken by written consent (in lieu of the meeting), all such shares entitled to vote were voted and the entire number of directors authorized at the time of the director's most recent election were then being elected.

A. If it is deemed to be in the best interest of the corporation, the director or directors subject to removal shall be notified of such a meeting held for this purpose, and such notice must be mailed not less than one week prior to the meeting, to the last known address of the director, stating that the question of removal will be brought before such noticed meeting.

Section 9.1 If any or all directors are so removed, new directors may be elected at the same meeting or by such written consent of the shareholders as provided by Section 305(b), or such vacancies on the Board may be filled by a majority of the directors then in office, whether or not less than a quorum, or by a sole remaining director.

Section 9.2 The Board of Directors may declare vacant the office of any director who has been declared of unsound mind by an order of court or convicted of a felony.

Section 10. COMMITTEES. The Board of Directors may, by resolution adopted by a majority of the authorized number of directors, designate one or more committees, each consisting of two or more directors to serve at the pleasure of the Board of Directors. The Board of Directors may designate one or more directors as alternate members of any such committee, who may replace any absent member at any meeting of such committee. Any such committee, to the extent provided in the resolution of the Board of Directors or as set forth in these Bylaws, shall have all the authority of the Board of Directors except such authority as the General Corporation Law may specifically exclude as a proper delegation of authority.

Section 11. INFORMAL ACTION. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice if a quorum is present and if, either before or after the meeting, each of the directors not present signs a written waiver of notice, a consent to holding the meeting or an approval of the minutes thereof. All such waivers, consents, and/or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 12. WRITTEN ACTION. Any action required or permitted to be taken by the Board of Directors may be taken without a meeting, if all of the members of the Board of Directors shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board. Such action by written consent shall have the same force and effect as a unanimous vote of such directors.

Section 13. INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS. The corporation may indemnify any director, officer, agent, or employee as to those liabilities and on those terms and conditions as are specified in Section 317.

Section 13.1 In any event, the corporation shall have the right to purchase and maintain insurance on behalf of any such persons against any liability asserted against or incurred by such person whether or not the corporation would have the power to indemnify such person against the liability insured against.

Section 14. FEES AND COMPENSATION. Directors and members of committees shall not receive any salary for their

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services as directors or members, however, upon resolution of the Board, a fixed fee, with or without expenses of attendance, may be allowed for attendance at each meeting.

Section 14.1 Nothing herein contained shall be construed to preclude any director or committee member from serving the corporation in any other capacity and receiving compensation therefor.

Section 15. TRANSACTIONS BETWEEN CORPORATION AND DIRECTORS. No contract or other transaction between the corporation and one or more of its directors, or between the corporation and any corporation, firm or association in which one or more of the Directors has a material financial interest, is either void or voidable because such Director or Directors or such other corporation, firm or association are parties or because such Director or Directors are present at the meeting of the Board or a committee thereof which authorizes approves or ratifies the contract or transaction, if done so according to the provisions set forth in Section 310 and the General Corporation Law.

#### ARTICLE IV

##### OFFICERS

Section 1. OFFICERS. The officers of the corporation shall be a Chairman of the Board or a President or both, a Secretary, a Chief Financial Officer, and such other officers with such titles and duties as shall be stated in the Bylaws or determined by the Board of Directors and as may be necessary to enable it to sign instruments and share certificates. Any number of offices may be held by the same person.

Section 2. ELECTION. The officers of the corporation, except such officers as may be appointed in accordance with the provisions of Section 3 or Section 5 of this Article, shall be chosen annually by the Board of Directors and each shall hold his/her office until he/she shall resign or shall be removed or otherwise disqualified to serve, or until his/her successor shall be elected and qualified.

Section 3. SUBORDINATE OFFICERS, ETC. The Board of Directors may appoint such other officers as the business of the corporation may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in these Bylaws or as the Board of Directors may from time to time determine.

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**Section 4. REMOVAL AND RESIGNATION.** Any officer may be removed, either with or without cause, by a majority of the Directors then in office, at any regular or special meeting of the Board, or, except in the case of an officer chosen by the Board of Directors, by any officer upon whom such power of removal may be conferred by the Board of Directors (subject, in each case, to the rights, if any, of an officer under any contract of employment).

**Section 4.1** Any officer may resign at any time by giving written notice to the Board of Directors, or to the Chairman of the Board, if any, or to the President, or to the Secretary of the corporation. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**Section 5. VACANCIES.** A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in the Bylaws for regular appointments to such office.

**Section 6. CHAIRMAN OF THE BOARD.** The Chairman of the Board, if there shall be such an officer, shall, if present, preside at all meetings of the Board of Directors, and exercise and perform such other power and duties as may be from time to time assigned to him by the Board of Directors or prescribed by the bylaws.

**Section 7. PRESIDENT.** Subject to such supervisory powers, if any, as may be given by the Board of Directors to the Chairman of the Board, if there be such an officer, The President shall be the Chief Executive Officer of the corporation, and shall, subject to the control of the Board of Directors, have general supervision, direction, and control of the business and officers of the corporation. He shall preside at all meetings of the shareholders and in the absence of the Chairman of the Board, or if there be none, at all meetings of the Board of Directors. He shall be ex officio a member of all standing committees, including the Executive Committee, if any, and shall have the general powers and duties of management usually vested in the office of President of a corporation, and shall have such other powers and duties as may be prescribed by the Board of Directors or the Bylaws.

**Section 8. VICE PRESIDENT.** In the absence or disability of the President, the Vice Presidents, in order of their rank as fixed by the Board of Directors, or if not ranked, the Vice President designated by the Board of Directors, shall perform all the duties of the President, and when so acting shall have all the powers of and be

subject to all the restrictions otherwise placed upon the President. The Vice Presidents shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the Board of Directors or the Bylaws.

**Section 9. SECRETARY.** The Secretary shall keep, or cause to be kept, a book of minutes at the principal office or such other place as the Board of Directors may designate, of all meetings of Directors and Shareholders, with the time and place of holding, whether of a regular or special nature (how authorized, if special), the notice thereof given, the names of those present at Directors' meetings, the number of shares present or represented at Shareholders' meetings and the proceedings thereof.

**Section 9.1** The Secretary shall keep, or cause to be kept, at the principal office or at the office of the corporation's transfer agent, a share register, or duplicate share register, showing the names of the shareholders and their addresses; the number and classes of shares held by each; the number and date of certificates issued for the same; and the number and date of cancellation of every certificate surrendered for cancellation.

**Section 9.2** The Secretary shall give, or cause to be given, notice of all the meetings of the shareholders and of the Board of Directors required by the Bylaws or by the General Corporation Law to be given, and he shall keep the seal of the corporation in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or by the Bylaws.

**Section 10. CHIEF FINANCIAL OFFICER.** This officer shall keep and maintain, or cause to be kept and maintained in accordance with generally accepted accounting principles, adequate and correct accounts of the properties and business transactions of the corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, earnings (or surplus) and shares. Any surplus, including earned surplus, paid-in surplus, surplus arising from a reduction of stated capital, shall be classified according to source and shown in a separate account. The books of account shall at all reasonable times be open to inspection by any director.

**Section 10.1** Chief Financial Officer shall deposit all monies and other valuables in the name and to the credit of the corporation with such depositaries as may be designated by the Board of Directors. He shall disburse the funds of the corporation as may be ordered by the Board of Directors, shall render to the President and directors, whenever they request it, an account of all his transactions



and of the financial condition of the corporation, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or the Bylaws.

**Section 11. ASSISTANT SECRETARIES AND ASSISTANT FINANCIAL OFFICERS.** The assistant secretaries and the assistant financial officers shall, in the absence or disability of the Secretary or Chief Financial Officer, respectively, and in the order of election, or as set by the Board, have the duties and powers of the Secretary or Chief Financial Officer and shall have such other duties and powers as the Board from time to time prescribes.

## **ARTICLE V**

### **CERTIFICATES AND TRANSFERS OF SHARES**

**Section 1. CERTIFICATES FOR SHARES.** Each certificate for shares of the corporation shall set forth therein the name of the record holder of the shares represented thereby, the number of shares and the class or series of shares owned by said holder, the par value, if any, of the shares represented thereby, and such other statements, as applicable, as prescribed by Sections 416-419, inclusive, and other relevant Sections of the General Corporation Law of the State of California (the "General Corporation Law") and such other statements, as applicable, which may be prescribed by the Corporate Securities Law of the State of California and any other applicable provision of the law.

**Section 1.1** Each such certificate issued shall be signed in the name of the corporation by the Chairman of the Board of Directors, if any, of the Vice Chairman of the Board of Directors, if any, the President, if any, or a Vice President, if any, and by the Chief Financial Officer or an assistant financial officer or the Secretary or an assistant secretary. Any or all of the signatures on a certificate for shares may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate for shares shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the corporation with the same effect as if such person were an officer, transfer agent or registrar at the date of issue.

**Section 1.2** In the event that the corporation shall issue the whole or any part of its shares as partly paid and subject to call for the remainder of the consideration to be paid therefor, any such certificate for

shares shall set forth thereon the statements prescribed by Section 409 of the General Corporation Law.

Section 2. LOST, STOLEN OR DESTROYED CERTIFICATES FOR SHARES. The corporation may issue a new certificate for shares or for any other security in the place of any other certificate theretofore issued by it, which is alleged to have been lost, stolen or destroyed. As a condition to such issuance, the corporation may require any such owner of the allegedly lost, stolen or destroyed certificate or any such owner's legal representative to give the corporation a bond, or other adequate security, sufficient to indemnify it against any claim that may be made against it, including any expense or liability, on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

Section 3. SHARE TRANSFERS. Upon compliance with any provision of the General Corporation Law and/or the Corporate Securities Law of 1968 which may restrict the transferability of shares, transfers of shares of the corporation shall be made only on the record of shareholders of the corporation by the registered holder thereof, or by his attorney thereunto authorized by power of attorney duly executed and filed with the Secretary of the corporation or with a transfer agent or a registrar, if any, and on surrender of the certificate or certificates for such shares properly endorsed and the payment of all taxes, if any, due thereon.

Section 4. RECORD DATE FOR SHAREHOLDERS. In order that the corporation may determine the shareholders entitled to notice of any meeting or to vote or be entitled to receive payment of any dividend or other distribution or allotment of any rights or entitled to exercise any rights in respect to any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty days or fewer than ten days prior to the date of such meeting or more than sixty days prior to any other action.

Section 4.1 If the Board of Directors shall not have fixed a record date as aforesaid, the record date for determining shareholders entitled to notice of or to vote at a meeting of shareholders shall be at the close of business on the business day next preceding the day on which notice is given or, if notice is waived, at the close of business on the business day next preceding the day on which the meeting is held; the record date for determining shareholders entitled to give consent to corporate action in writing without a meeting, when no prior action by the Board of Directors has been taken, shall be the day on which the first written consent is given; and the record date for

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determining shareholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto, or the sixtieth day prior to the day of such other action, whichever is later.

Section 4.2 A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting unless the Board of Directors fixes a new record date for the adjourned meeting, but the Board of Directors shall fix a new record date if the meeting is adjourned for more than forty-five days from the date set for the original meeting.

Section 4.3 Except as may be otherwise provided by the General Corporation Law, shareholders on the record date shall be entitled to notice and to vote or to receive any dividend, distribution or allotment of rights or to exercise the rights, as the case may be, notwithstanding any transfer of any shares on the books of the corporation after the record date.

Section 5. REPRESENTATION OF SHARES IN OTHER CORPORATIONS. Shares of other corporations standing in the name of this corporation may be voted or represented and all incidents thereto may be exercised on behalf of the corporation by the Chairman of the Board, the President or any Vice President or any other person authorized by resolution of the Board of Directors.

Section 6. MEANING OF CERTAIN TERMS. As used in these Bylaws with respect to the right to notice of a meeting of shareholders or a waiver thereof or to participate or vote thereat or to assent or consent or dissent in writing in lieu of a meeting, as the case may be, the term "share" or "shares" or shares and to a holder or holders of record or outstanding shares when the corporation is authorized to issue only one class of shares, and said reference is also intended to include any outstanding share or shares and any holder or holders of outstanding shares of any class upon which or upon whom the Articles of Incorporation confer such rights where there are two or more classes or series of shares or upon which or upon whom the General Corporation Law confers such rights notwithstanding that the Articles of Incorporation may provide for more than one class or series of shares, one or more of which are limited or denied such rights thereunder.

Section 6.1 As used in these Bylaws, all references to specific sections without further description, and all references to the "General Corporation Law" are in reference to the General Corporation Law of the State of California.



Section 6.2 As used in these Bylaws, with respect to the qualification of directors and officers to serve in such positions, such officer or director shall be qualified, disqualified, or unqualified as determined by the General Corporation Law, the Articles of Incorporation, these Bylaws, or by resolution of the Board of Directors.

Section 7. CLOSE CORPORATION CERTIFICATES. All certificates representing shares of this corporation, in the event it shall elect to become a close corporation, shall contain the legend required by Section 418(c).

## ARTICLE VI

### EFFECT OF SHAREHOLDERS' AGREEMENT - CLOSE CORPORATION

Any Shareholders' Agreement authorized by Section 300(b) shall only be effective to modify the terms of these Bylaws if this corporation elects to become a close corporation with appropriate filing of or amendment to its Articles as required by Section 202 and shall terminate when this corporation ceases to be a close corporation. Such an agreement cannot waive or alter Section 158 (defining close corporations), 202 (requirements of Articles of Incorporation), 500 and 501 relative to distributions, 1111 (merger), 1201(e) (reorganization) or Chapters 15 (Records and Reports), 16 (Rights of Inspection), 18 (Involuntary Dissolution) or 22 (Crimes and Penalties) or any other provision of the General Corporation Law requiring the filing of any document with the Secretary of State. All other provisions of the General Corporation Law or these Bylaws may be altered or waived thereby, but to the extent they are not so altered or waived, these Bylaws shall be applicable.

## ARTICLE VII

### CORPORATE CONTRACTS AND INSTRUMENTS - HOW EXECUTED

The Board of Directors, except as provided otherwise in the Bylaws, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the corporation. Such authority may be general or confined to specific instances. Unless so authorized by the Board of Directors, no officer, agent or employee shall have any power or authority to bind the corporation by any contract or agreement, or to pledge

its credit, or to render it liable for any purposes or any amount, except as provided in Section 313 of the General Corporation Law.

## ARTICLE VIII

### CONTROL OVER BYLAWS

After the initial Bylaws of the corporation shall have been adopted by the incorporator or incorporators of the corporation, the Bylaws may be amended or repealed or new Bylaws may be adopted by the shareholders entitled to exercise a majority of the voting power or by the Board of Directors; provided, however, that the Board of Directors shall have no control over any bylaw which fixes or changes the authorized number of directors of the corporation; provided, further, that any control over the Bylaws herein vested in the Board of Directors shall be subject to the authority of the aforesaid shareholders to amend or repeal the Bylaws or to adopt new bylaws; and provided, further, that no new bylaw, nor any amendment or repeal of an existing bylaw, having the effect of reducing the number or minimum number of directors shall be adopted if the votes cast against its adoption at a meeting or the shares not consenting in the case of action by written consent would be sufficient to elect at least one director if voted cumulatively at an election at which all of the outstanding shares entitled to vote were voted and the entire number of previously authorized directors were being elected.

## ARTICLE IX

### BOOKS AND RECORDS - STATUTORY AGENT

Section 1. RECORDS: STORAGE AND INSPECTION. The corporation shall keep at its principal executive office in the State of California or, at the principal business office in the State of California if its principal executive office is not in the State, the original or a copy of the Bylaws as amended to date, which shall be open to inspection by the shareholders at all reasonable times during office hours. If the principal executive office of the corporation is outside the State of California, and, if the corporation has no principal business office in the State of California, it shall upon request of any shareholder furnish a copy of the Bylaws as amended to date.

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Section 1.1 The corporation shall keep adequate and correct books and records of account and shall keep minutes of the proceedings of its shareholders, Board of Directors and committees, if any. The corporation shall keep at its principal executive office, or at the office of its transfer agent or registrar, a record of its shareholders, giving the names and addresses of all shareholders and the number and class of shares held by each. Such minutes shall be in written form. Such other books and records shall be kept either in written form or in any other form capable of being converted into written form.

Section 1.2 The accounting books and records, record of shareholders, and minutes of proceedings of the shareholders and the Board and committees of the Board of this corporation and any subsidiary of this corporation shall be open to inspection upon written demand on the corporation of any shareholder or holder of a voting trust certificate at any reasonable time during usual business hours, for a purpose reasonably related to such holder's interest as a shareholder or as a holder of such voting trust certificate. Such inspection by a shareholder or holder of a voting trust certificate may be made in person or by agent or attorney, and the right of inspection includes the right to copy and make extracts.

Section 1.3 Every director shall have the absolute right at any reasonable time to inspect and copy all books, records, and documents of every kind and to inspect the physical properties of the corporation and any of its subsidiaries. Such inspection by a director may be made in person or by agent or attorney and the right of inspection includes the right to copy and make extracts.

Section 2. RECORD OF PAYMENTS. All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness, issued in the name of or payable to the corporation, shall be signed or endorsed by such person or persons and in such manner as shall be determined from time to time by resolution of the Board of Directors.

Section 3. ANNUAL REPORT. Whenever the corporation shall have fewer than one hundred shareholders, the Board of Directors shall not be required to cause to be sent to the shareholders of the corporation the annual report prescribed by Section 1501 of the General Corporation Law unless it shall determine that a useful purpose would be served by causing the same to be sent or unless the Department of Corporations, pursuant to the provisions of the Corporate Securities Law of 1968, shall direct the sending of the same. This section shall not affect any other provision contained in these Bylaws otherwise controlling annual reports.



Section 4. CONSTRUCTION OF TERMS. Unless the context otherwise requires, the general provisions, Rules of Construction on Definitions contained in the General Corporation Law of California shall govern the construction of these Bylaws. Without limiting the generality of the foregoing, the masculine gender includes the feminine and neuter. The singular number includes the plural and the plural number includes the singular. The term "person" includes a corporation as well as a natural person.

Section 5. CORPORATE SEAL. The Board of Directors shall adopt, use, and at will alter a corporate seal. Any corporate seal shall be circular in form and shall have inscribed thereon the name of the corporation, the date of its incorporation, and the word "California."

Section 6. AGENT FOR SERVICE. The name of the agent for service of process within the State of California is Ernest Criezis.

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**CERTIFICATE OF ADOPTION OF BYLAWS**

**The undersigned hereby certifies:**

- 1. That I am the duly-elected, qualified and acting Secretary of MOONLIGHT TANGO CAFE, INC.**
- 2. That the foregoing Bylaws were adopted as the Bylaws of the corporation by the Board of Directors at a duly-held meeting on July 29, 1987.**

**IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal on July 29, 1987.**

**VICTORIA HEARNE CRIEZIS  
Secretary**

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SANGER, GRAYSON, GIVNER & BOOKE  
 16633 Ventura Blvd., Sixth Floor  
 Encino, California 91436  
 (213) 788-3720

REGULAR CORPORATION CHECKLIST  
 FOR

MOONLIGHT TANGO CAFE, INC.

To Be Done By: Date  
 Client Acct. Atty. Done

- |  | To Be Done By: | Date Done   |
|--|----------------|-------------|
|  | Client         | Acct. Atty. |
| 1. <u>Articles:</u><br>Execute Articles.   |                | X           |
| 2. <u>Endorsement of Articles:</u><br>File Articles with Secretary of State.   |                | X           |
| 3. <u>Board of Directors Meeting:</u><br>Hold initial Board Meeting.   |                | X           |
| 4. <u>Bylaws:</u><br>Adopt Bylaws.   |                | X           |
| 5. <u>Corporate Kit:</u><br>Order corporate kit.   |                | X           |
| 6. <u>Checking Account(s):</u><br>Open corporate checking account(s); obtain & adopt corporate resolutions regarding same. Send one copy of check used for deposit, and a copy of the bank signature card and resolutions for each account to FSG&G. | X              |             |
| 7. <u>Thin Corporation:</u><br>Consider debt form and ratio, in view of current and future financing requirements. See Internal Revenue Code §385.   |                | X           |
| 8. <u>Stock Payment and Qualification:</u><br>Determine Shareholder payments for stock & qualification or exemption of stock under California Security laws.   |                | X           |

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outside the State of California that has been designated in the notice of the meeting or, if not stated in the notice or there is no notice, at the principal executive office of the corporation. Any meeting, regular or special, may be held by conference telephone or similar communication equipment, so long as all directors participating can hear one another, and all such directors shall be deemed to be present in person at such meeting.

**Section 7. REGULAR MEETINGS.** Immediately following each annual meeting of shareholders, the board of directors shall hold a regular meeting for the purpose of organization, any desired election of officers and the transaction of other business. Other regular meetings of the board of directors shall be held without call at such time as shall from time to time be fixed by the board of directors. Notice of regular meetings shall not be required.

**Section 8. SPECIAL MEETINGS.** Special meetings of the board of directors for any purpose or purposes may be called at any time by the chairman of the board or the president or any vice president or the secretary or any two directors.

Notice of the time and place of special meetings shall be delivered to each director personally or by telephone or sent by first-class mail or telegram, charges prepaid, addressed to each director at his or her address as it is shown on the records of the corporation. In case the notice is mailed, it shall be deposited in the United States mail at least four (4) days prior to the time of the holding of the meeting. In case such notice is delivered personally or by telephone or telegraph, it shall be delivered personally or by telephone or to the telegraph company at least forty-eight (48) hours prior to the time of the holding of the meeting. Any oral notice given personally or by telephone may be communicated either to the director or to a person at the office of the director who the person giving the notice has reason to believe will promptly communicate it to the director. The notice need not specify the purpose of the meeting nor the place if the meeting is to be held at the principal executive office of the corporation.

**Section 9. QUORUM.** A majority of the authorized number of directors shall constitute a quorum for the transaction of business, except to adjourn as hereinafter provided. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the board of directors, subject to the provisions of Section 310 of the Code (approval of contracts or transactions in which a director has a direct or indirect material financial interest), Section 311 of the Code (appointment of committees), and Section 317(e) of the Code (indemnification of directors). A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for such meeting.

**Section 10. WAIVER OF NOTICE; CONSENT.** The transactions of any meeting of the board of directors, however called and noticed or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice if a quorum is present and if, either before or after the meeting, each of the directors not present signs a written waiver of notice, a consent to holding the meeting or an approval of the minutes thereof. The waiver of notice or consent need not specify the purpose of the meeting. All such waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to that director.

Section 11. **ADJOURNMENT.** A majority of the directors present, whether or not constituting a quorum, may adjourn any meeting to another time and place. Notice of the time and place of holding an adjourned meeting need not be given, unless the meeting is adjourned for more than twenty-four (24) hours, in which case notice of such time and place shall be given prior to the time of the adjourned meeting, in the manner specified in Section 8 of this Article III, to the directors who were not present at the time of the adjournment.

Section 12. **ACTION WITHOUT MEETING.** Any action required or permitted to be taken by the board of directors may be taken without a meeting, if all members of the board shall individually or collectively consent in writing to such action. Such action by written consent shall have the same force and effect as a unanimous vote of the board of directors. The written consent or consents shall be filed with the minutes of the proceedings of the board.

Section 13. **FEES AND COMPENSATION.** Directors and members of committees may receive such compensation, if any, for their services, and such reimbursement of expenses, as may be fixed or determined by resolution of the board of directors. Nothing contained herein shall be construed to preclude any director from serving the corporation in any other capacity as an officer, agent, employee, or otherwise, and receiving compensation for such service.

#### **ARTICLE IV COMMITTEES**

Section 1. **COMMITTEES OF DIRECTORS.** The board of directors may, by resolution adopted by a majority of the authorized number of directors, designate one or more committees, each consisting of two or more directors, to serve at the pleasure of the board. The board may designate one or more directors as alternate members of any committee, who may replace any absent member at any meeting of the committee. Any such committee, to the extent provided in the resolution of the board, may have all the authority of the board, except with respect to:

- (a) the approval of any action which, under the California General Corporation Law, also requires shareholders' approval or approval of the outstanding shares;
- (b) the filling of vacancies on the board of directors or in any committee;
- (c) the fixing of compensation of the directors for serving on the board or on any committee;
- (d) the amendment or repeal of bylaws or the adoption of new bylaws;
- (e) the amendment or repeal of any resolution of the board of directors which by its express terms is not so amendable or repealable;
- (f) a distribution to the shareholders of the corporation, except at a rate or in a periodic amount or within a price range determined by the board of directors; or
- (g) the appointment of any other committees of the board of directors or the members thereof.

Section 2. **MEETINGS AND ACTION.** Meetings and action of committees shall be governed by, and held and taken in accordance with, the provisions of Article III of these bylaws, Sections 6 (place of meetings and meetings by telephone), 7 (regular meetings), 8

(special meetings), 9 (quorum), 10 (waiver of notice), 11 (adjournment) and 12 (action without meeting), with such changes in the context of those bylaws as are necessary to substitute the committee and its members for the board of directors and its members, except that the time of regular meetings of committees may be determined by resolution of the board of directors as well as the committee; special meetings of committees may also be called by resolution of the board of directors; and notice of special meetings of committees shall also be given to all alternate members, who shall have the right to attend all meetings of the committee. The board of directors may adopt rules for the government of any committee not inconsistent with the provisions of these bylaws.

## **ARTICLE V OFFICERS**

**Section 1. OFFICERS.** The officers of the corporation shall be a president, a secretary and a chief financial officer. The corporation may also have, at the discretion of the board of directors, a chairman of the board, one or more vice presidents, one or more assistant secretaries, one or more assistant treasurers, and such other officers as may be appointed in accordance with the provisions of Section 3 of this Article V. Any number of offices may be held by the same person.

**Section 2. ELECTION.** The officers of the corporation, except such officers as may be appointed in accordance with the provisions of Section 3 or Section 5 of this Article V, shall be chosen by the board of directors, and each shall serve at the pleasure of the board, subject to the rights, if any, of an officer under any contract of employment.

**Section 3. OTHER OFFICERS.** The board of directors may appoint, and may empower the president to appoint, such other officers as the business of the corporation may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in the bylaws or as the board of directors may from time to time determine.

**Section 4. REMOVAL AND RESIGNATION.** Subject to the rights, if any, of any officer under any contract of employment, any officer may be removed, either with or without cause, by the board of directors or, except in case of an officer chosen by the board of directors, by any officer upon whom such power of removal may be conferred by the board of directors.

Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any such resignation is without prejudice to the rights, if any, of the corporation under any contract to which the officer is a party.

**Section 5. VACANCIES.** A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these bylaws for regular appointments to such office.

**Section 6. CHAIRMAN OF THE BOARD.** The chairman of the board, if such an officer be elected, shall, if present, preside at meetings of the board of directors and exercise and perform such other powers and duties as may be from time to time assigned to him or her by the board of directors or prescribed by the bylaws. If there is no president, the chairman of the board shall in addition be the chief executive officer of the corporation and shall have the powers and duties prescribed in Section 7 of this Article V.



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**Section 7. PRESIDENT.** Subject to such supervisory powers, if any, as may be given by the board of directors to the chairman of the board, if there be such an officer, the president shall be the chief executive officer of the corporation and shall, subject to the control of the board of directors, have general supervision, direction and control of the business and the officers of the corporation. He or she shall preside at all meetings of the shareholders and, in the absence of the chairman of the board, or if there be none, at all meetings of the board of directors. He or she shall have the general powers and duties of management usually vested in the office of president of a corporation and shall have such other powers and duties as may be prescribed by the board of directors or the bylaws.

**Section 8. VICE PRESIDENTS.** In the absence or disability of the president, the vice presidents, if any, in order of their rank as fixed by the board of directors or, if not ranked, a vice president designated by the board of directors, shall perform all the duties of the president, and when so acting shall have all the powers of, and be subject to all the restrictions upon, the president. The vice presidents shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the board of directors or the bylaws and the president or the chairman of the board.

**Section 9. SECRETARY.** The secretary shall keep, or cause to be kept, at the principal executive office or such other place as the board of directors may direct, a book of minutes of all meetings and actions of directors, committees of directors and shareholders, with the time and place of holding, whether regular or special, and, if special, how authorized, the notice thereof given, the names of those present at directors' and committee meetings, the number of shares present or represented at shareholders' meetings, and the proceedings thereof.

The secretary shall keep, or cause to be kept, at the principal executive office or at the office of the corporation's transfer agent or registrar, a share register, or a duplicate share register, showing the names of all shareholders and their addresses, the number and classes of shares held by each, the number and date of certificates issued for the same, and the number and date of cancellation of every certificate surrendered for cancellation.

The secretary shall give, or cause to be given, notice of all meetings of the shareholders and of the board of directors required by the bylaws or by law to be given, and he or she shall keep the seal of the corporation, if one be adopted, in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the board of directors or by the bylaws.

**Section 10. CHIEF FINANCIAL OFFICER.** The chief financial officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings and shares. The books of account shall at all reasonable times be open to inspection by any director.

The chief financial officer shall deposit, or cause to be deposited, all moneys and other valuables in the name and to the credit of the corporation with such depositaries as may be designated by the board of directors. He or she shall disburse, or cause to be disbursed, the funds of the corporation as may be ordered by the board of directors, shall render to the president and directors, whenever they request it, an account of all financial transactions and of the financial condition of the corporation, and shall have such other powers and perform such other duties as may be prescribed by the board of directors or the bylaws.

ARTICLE VI

INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES  
AND OTHER AGENTS

Section 1. **INDEMNIFICATION.** The corporation may, to the maximum extent permitted by the California General Corporation Law, indemnify each of its agents against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any proceeding arising by reason of the fact that any such person is or was an agent of the corporation. For purposes of this Article VI, an "agent" of the corporation includes any person who is or was a director, officer, employee or other agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, or was a director, officer, employee or agent of a corporation which was a predecessor corporation of the corporation or of another enterprise at the request of such predecessor corporation.

Section 2. **ADVANCE OF EXPENSES.** Expenses incurred in defending any proceeding may be advanced by this corporation prior to the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the agent to repay such amount unless it shall be determined ultimately that the agent is entitled to be indemnified as authorized in this Article.

Section 3. **OTHER CONTRACTUAL RIGHTS.** Nothing contained in this Article shall affect any right to indemnification to which persons other than directors and officers of this corporation or any subsidiary hereof may be entitled by contract or otherwise.

Section 4. **INSURANCE.** Upon and in the event of a determination by the board of directors of this corporation to purchase such insurance, this corporation shall purchase and maintain insurance on behalf of any agent of the corporation against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such whether or not this corporation would have the power to indemnify the agent against such liability.

ARTICLE VII

RECORDS AND REPORTS

Section 1. **MAINTENANCE AND INSPECTION OF SHARE REGISTER.** The corporation shall keep at its principal executive office, or at the office of its transfer agent or registrar, if either be appointed, a record of its shareholders, giving the names and addresses of all shareholders and the number and class of shares held by each shareholder.

A shareholder or shareholders of the corporation holding at least five percent (5%) in the aggregate of the outstanding voting shares of the corporation may (i) inspect and copy the records of shareholders' names and addresses and shareholdings during usual business hours upon five (5) days' prior written demand upon the corporation, or (ii) obtain from the transfer agent of the corporation, upon written demand and upon the tender of the transfer agent's usual charges for such list, a list of the shareholders' names and addresses, who are entitled to vote for the election of directors, and their shareholdings, as of the most recent record date for which such list has been compiled or as of a date specified by the shareholder subsequent to the date of demand. The list shall be made available to that shareholder on or before the later of five (5) days after the demand is received or the date

ARTICLE VI

INDEMNIFICATION OF CORPORATE AGENTS.

Section 1. The following definitions apply for purposes of this Article VI:

(a) "Agent" means any person who:

(1) is or was the corporation's director, officer, employee or other agent;

(2) is or was serving at the corporation's request as a director, officer, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise; or

(3) was a director, officer, employee or agent of a foreign or domestic corporation which was a predecessor corporation of the corporation or another enterprise at the predecessor corporation's request.

(b) "Proceeding" means any threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative.

(c) "Expenses" include, without limit, attorneys' fees and expenses of establishing an indemnification right under Section 2 or Section 3 of this Article.

Section 2. This corporation shall indemnify any person who was or is a party or is threatened to be made a party to a Proceeding because the person is or was an Agent. This indemnification does not apply to an action by or in the right of this corporation to procure a judgment in its



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favor. The corporation shall indemnify an Agent against Expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with a Proceeding, if the Agent acted in good faith and in a manner he, she or it reasonably believed to be in the corporation's best interests. In the case of a criminal Proceeding, the Agent must have had no reasonable cause to believe his, her or its conduct was unlawful. Any Proceeding's termination by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not alone create a presumption the Agent did not act in good faith and in a manner which he, she or it reasonably believed to be in the corporation's best interests, or the Agent had reasonable cause to believe his, her or its conduct was unlawful.

Section 3. This corporation shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action by or in the right of this corporation to procure a judgment in its favor because the person is or was an Agent. This indemnification applies to Expenses actually and reasonably incurred by the person relating to the action's defense or settlement. This indemnification shall be made only if the person acted in good faith, and in a manner he, she or it believed to be in the corporation's and its shareholders' best interests. No indemnification shall be made regarding:

(a) Any claim, issue or matter as to which the person has been judged liable to this corporation in

performing the person's duty to this corporation and its shareholders, unless and only to the extent the court, upon application, determines the person is fairly and reasonably entitled to indemnity;

(b) Amounts paid in settling or otherwise disposing of a pending action without court approval; or

(c) Expenses incurred in defending a pending action settled or otherwise disposed of without court approval.

Section 4. To the extent an Agent has been successful on the merits in defending a Proceeding referred to in Section 2 or Section 3 or a related claim, issue or matter, the Agent shall be indemnified against related Expenses actually and reasonably incurred by the Agent.

Section 5. Except as provided in Section 4, the corporation shall indemnify agents under this Section only upon a determination indemnification is proper because the Agent met the applicable conduct standard in Section 2 or Section 3, and only if authorized by any of the following:

(a) A majority vote of a quorum of the Board of Directors, consisting of directors not parties to the Proceeding;

(b) If that quorum of directors is unobtainable, by written opinion of independent legal counsel;

(c) Approval of the shareholders (as provided by California Corporations Code Section 153), with any shares owned by the person to be indemnified not entitled to vote;

(d) The court, upon application by this corporation, the Agent, or the attorney or other person rendering services in connection with the defense, whether or not the application is opposed by this corporation.

Section 6. The corporation may advance Expenses incurred in defending any Proceeding before its final disposition upon receipt of a promise by or on behalf of the Agent to repay the amount if it is ultimately determined the Agent is not entitled to indemnification.

Section 7. The indemnification provided to Agents in this Article VI shall not exclude other rights to which Agents may be entitled under any bylaw, agreement, shareholders' vote, disinterested directors' vote or otherwise, both as to action in an official capacity and as to action in another capacity while holding office, to the extent the additional indemnification rights are authorized in this corporation's Articles of Incorporation. These indemnity rights shall continue as to a person who ceased to be an Agent and inure to the benefit of the person's heirs, executors, and administrators. This Article VI shall not affect any indemnification rights to which an Agent may be entitled under any contract or otherwise.

Section 8. No indemnification or advance shall be made under this Section except as provided in Section 4



or Section 5(c) where such indemnification or advance would be inconsistent with:

(a) The corporation's Articles of Incorporation, Bylaws, a resolution of its shareholders, or an agreement effective as of the accrual of the alleged cause of action asserted in the Proceeding in which Expenses were incurred or other amounts were paid which prohibits or otherwise limits indemnification; or

(b) Any condition expressly imposed by a court in approving a settlement.

Section 9. This corporation may purchase and maintain insurance on behalf of any Agent against any liability asserted against or incurred by the Agent in that capacity or arising out of his, her or its being an Agent. Insurance may be purchased whether or not this corporation has the power to indemnify the Agent under this Article VI. This corporation's ownership of all or a portion of the shares of any company issuing an insurance policy shall not render this Section inapplicable if either of the following is met:

(a) If authorized in the corporation's Articles of Incorporation, any policy issued is limited to the extent provided by California Corporations Code Section 204(d); or

(b) (1) The issuing company is organized, licensed, and operated in compliance with the insurance laws and regulations applicable to its jurisdiction of organization,

(2) The issuing company's procedures for processing claims do not permit it to be subject to the direct control of the corporation buying the policy, and

(3) The policy provides for risk sharing between the issuer and purchaser, on the one hand and some unaffiliated person(s), on the other. This may be done by providing for more than one unaffiliated owner of the issuing company, or a portion of the coverage furnished will be obtained from some unaffiliated insurer or re-insurer.

Section 10. This Section 10 does not apply to any Proceeding against any trustee, investment manager or other employee benefit plan fiduciary in the person's capacity as such, even though the person may also be an Agent. This corporation may indemnify a trustee, investment manager or other fiduciary as permitted by California Corporations Code Section 207(f).

Section 11. If not otherwise authorized by these Bylaws, this corporation may also, if authorized by its Board of Directors, indemnify and advance Expenses to an Agent to the fullest extent of this Article VI.

Section 12. The Board of Directors may authorize the corporation to enter into agreements with its Agents providing for indemnification to the maximum extent permitted under applicable law and the corporation's Articles of Incorporation and Bylaws.

Section 13(a). This subsection applies if (i) an indemnity claim arising out of this Article VI is not paid in full by the corporation within sixty (60) days after a written claim has been received by the corporation; or (ii) a claim for an Expense advance arising out of this Article VI is not paid in full by the corporation within twenty (20) days after a written claim has been received by the corporation. In the event of (i) or (ii) above, the Agent may sue the corporation to recover the claim's unpaid amount, including interest.

(b) This paragraph applies if the Agent is wholly or partly successful in the suit or in a suit brought by the corporation to recover an Expense advance pursuant to an undertaking. If the Agent is wholly or partly successful, the Agent may be paid the expense of prosecuting or defending the suit.

(c) It is a defense in any suit by the Agent to enforce indemnification, but not in a suit brought by the Agent to enforce an Expense advance, that the Agent has not met any applicable California Corporations Code conduct standard.

(d) In any suit by the corporation to recover an Expense advance, the corporation may recover the Expenses upon a final adjudication the Agent has not met any applicable California Corporations Code conduct standard.



(e) Neither of the following shall be a defense to the suit or create a presumption the Agent has not met the applicable conduct standard:

(1) the failure of the corporation (including its Board of Directors, independent legal counsel, or shareholders) to determine prior to a suit's beginning that indemnification of the Agent is proper because the Agent has met any applicable California Corporations Code conduct standard; nor

(2) an actual determination by the person(s) that the Agent has not met the applicable conduct standard. In any suit brought by the agent to enforce a right under this Section 13 or by the corporation to recover an Expense advance, the corporation has the burden of proving the Agent is not entitled to indemnification or an Expense advance.

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ARTICLE VI

INDEMNIFICATION OF CORPORATE AGENTS.

Section 1. The following definitions apply for purposes of this Article VI:

(a) "Agent" means any person who:

(1) is or was the corporation's director, officer, employee or other agent;

(2) is or was serving at the corporation's request as a director, officer, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise; or

(3) was a director, officer, employee or agent of a foreign or domestic corporation which was a predecessor corporation of the corporation or another enterprise at the predecessor corporation's request.

(b) "Proceeding" means any threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative.

(c) "Expenses" include, without limit, attorneys' fees and expenses of establishing an indemnification right under Section 2 or Section 3 of this Article.

Section 2. This corporation shall indemnify any person who was or is a party or is threatened to be made a party to a Proceeding because the person is or was an Agent. This indemnification does not apply to an action by or in the right of this corporation to procure a judgment in its

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CONSENT TO ACTION WITHOUT MEETING  
OF SHAREHOLDERS OF

THE GREAT GREEK, INC.

The undersigned, being all of the shareholders of  
THE GREAT GREEK, INC., a California corporation, hereby  
consent to the following action:

RESOLVED, that the corporation's Articles of  
Incorporation are amended to add an Article VI and  
an Article VII, to read as follows:

VI

The liability of this corporation's  
directors for monetary damages shall be  
eliminated to the fullest extent  
permissible under California law.

Any repeal or modification of the  
provisions of this Article VI shall not  
adversely affect any rights or  
protections to which the corporation's  
directors were entitled prior to such  
repeal or modification.

VII

This corporation is authorized to  
indemnify agents (as defined in  
California Corporations Code  
Section 317) for breach of duty to this  
corporation and its stockholders through  
bylaw provisions or through agreements  
with the agents, or both, in excess of  
the indemnification otherwise permitted  
by California Corporations Code  
Section 317, subject to the limits on  
excess indemnification in California  
Corporations Code Section 204; and

Any repeal or modification of this  
Article VII shall not adversely affect  
any rights or protections to which the  
corporation's agents were entitled prior  
to such repeal or modification."



FURTHER RESOLVED, that effective as of the filing with the Secretary of State of the Certificate of Amendment to the Articles of Incorporation adopting the new Articles, Article VI of the corporation's Bylaws is amended in its entirety as set forth on Exhibit A attached hereto and incorporated herein by reference.

This action in the absence of a meeting is taken pursuant to and in accordance with California Corporations Code Section 603.

DATED: May 16, 1989

  
ERNEST CRIEZIS

  
ANTONY KOURSABES

  
SPERO CRIEZIS

By: ERNEST CRIEZIS, his proxy

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ARTICLE VI

INDEMNIFICATION OF CORPORATE AGENTS.

Section 1. The following definitions apply for purposes of this Article VI:

(a) "Agent" means any person who:

(1) is or was the corporation's director, officer, employee or other agent;

(2) is or was serving at the corporation's request as a director, officer, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise; or

(3) was a director, officer, employee or agent of a foreign or domestic corporation which was a predecessor corporation of the corporation or another enterprise at the predecessor corporation's request.

(b) "Proceeding" means any threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative.

(c) "Expenses" include, without limit, attorneys' fees and expenses of establishing an indemnification right under Section 2 or Section 3 of this Article.

Section 2. This corporation shall indemnify any person who was or is a party or is threatened to be made a party to a Proceeding because the person is or was an Agent. This indemnification does not apply to an action by or in the right of this corporation to procure a judgment in its

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favor. The corporation shall indemnify an Agent against Expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with a Proceeding, if the Agent acted in good faith and in a manner he, she or it reasonably believed to be in the corporation's best interests. In the case of a criminal Proceeding, the Agent must have had no reasonable cause to believe his, her or its conduct was unlawful. Any Proceeding's termination by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not alone create a presumption the Agent did not act in good faith and in a manner which he, she or it reasonably believed to be in the corporation's best interests, or the Agent had reasonable cause to believe his, her or its conduct was unlawful.

Section 3. This corporation shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action by or in the right of this corporation to procure a judgment in its favor because the person is or was an Agent. This indemnification applies to Expenses actually and reasonably incurred by the person relating to the action's defense or settlement. This indemnification shall be made only if the person acted in good faith, and in a manner he, she or it believed to be in the corporation's and its shareholders' best interests. No indemnification shall be made regarding:

(a) Any claim, issue or matter as to which the person has been judged liable to this corporation in



performing the person's duty to this corporation and its shareholders, unless and only to the extent the court, upon application, determines the person is fairly and reasonably entitled to indemnity;

(b) Amounts paid in settling or otherwise disposing of a pending action without court approval; or

(c) Expenses incurred in defending a pending action settled or otherwise disposed of without court approval.

Section 4. To the extent an Agent has been successful on the merits in defending a Proceeding referred to in Section 2 or Section 3 or a related claim, issue or matter, the Agent shall be indemnified against related Expenses actually and reasonably incurred by the Agent.

Section 5. Except as provided in Section 4, the corporation shall indemnify agents under this Section only upon a determination indemnification is proper because the Agent met the applicable conduct standard in Section 2 or Section 3, and only if authorized by any of the following:

(a) A majority vote of a quorum of the Board of Directors, consisting of directors not parties to the Proceeding;

(b) If that quorum of directors is unobtainable, by written opinion of independent legal counsel;

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(c) Approval of the shareholders (as provided by California Corporations Code Section 153), with any shares owned by the person to be indemnified not entitled to vote;

(d) The court, upon application by this corporation, the Agent, or the attorney or other person rendering services in connection with the defense, whether or not the application is opposed by this corporation.

Section 6. The corporation may advance Expenses incurred in defending any Proceeding before its final disposition upon receipt of a promise by or on behalf of the Agent to repay the amount if it is ultimately determined the Agent is not entitled to indemnification.

Section 7. The indemnification provided to Agents in this Article VI shall not exclude other rights to which Agents may be entitled under any bylaw, agreement, shareholders' vote, disinterested directors' vote or otherwise, both as to action in an official capacity and as to action in another capacity while holding office, to the extent the additional indemnification rights are authorized in this corporation's Articles of Incorporation. These indemnity rights shall continue as to a person who ceased to be an Agent and inure to the benefit of the person's heirs, executors, and administrators. This Article VI shall not affect any indemnification rights to which an Agent may be entitled under any contract or otherwise.

Section 8. No indemnification or advance shall be made under this Section except as provided in Section 4

or Section 5(c) where such indemnification or advance would be inconsistent with:

(a) The corporation's Articles of Incorporation, Bylaws, a resolution of its shareholders, or an agreement effective as of the accrual of the alleged cause of action asserted in the Proceeding in which Expenses were incurred or other amounts were paid which prohibits or otherwise limits indemnification; or

(b) Any condition expressly imposed by a court in approving a settlement.

Section 9. This corporation may purchase and maintain insurance on behalf of any Agent against any liability asserted against or incurred by the Agent in that capacity or arising out of his, her or its being an Agent. Insurance may be purchased whether or not this corporation has the power to indemnify the Agent under this Article VI. This corporation's ownership of all or a portion of the shares of any company issuing an insurance policy shall not render this Section inapplicable if either of the following is met:

(a) If authorized in the corporation's Articles of Incorporation, any policy issued is limited to the extent provided by California Corporations Code Section 204(d); or

(b) (1) The issuing company is organized, licensed, and operated in compliance with the insurance laws and regulations applicable to its jurisdiction of organization,



(2) The issuing company's procedures for processing claims do not permit it to be subject to the direct control of the corporation buying the policy, and

(3) The policy provides for risk sharing between the issuer and purchaser, on the one hand and some unaffiliated person(s), on the other. This may be done by providing for more than one unaffiliated owner of the issuing company, or a portion of the coverage furnished will be obtained from some unaffiliated insurer or re-insurer.

Section 10. This Section 10 does not apply to any Proceeding against any trustee, investment manager or other employee benefit plan fiduciary in the person's capacity as such, even though the person may also be an Agent. This corporation may indemnify a trustee, investment manager or other fiduciary as permitted by California Corporations Code Section 207(f).

Section 11. If not otherwise authorized by these Bylaws, this corporation may also, if authorized by its Board of Directors, indemnify and advance Expenses to an Agent to the fullest extent of this Article VI.

Section 12. The Board of Directors may authorize the corporation to enter into agreements with its Agents providing for indemnification to the maximum extent permitted under applicable law and the corporation's Articles of Incorporation and Bylaws.

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Section 13(a). This subsection applies if (i) an indemnity claim arising out of this Article VI is not paid in full by the corporation within sixty (60) days after a written claim has been received by the corporation; or (ii) a claim for an Expense advance arising out of this Article VI is not paid in full by the corporation within twenty (20) days after a written claim has been received by the corporation. In the event of (i) or (ii) above, the Agent may sue the corporation to recover the claim's unpaid amount, including interest.

(b) This paragraph applies if the Agent is wholly or partly successful in the suit or in a suit brought by the corporation to recover an Expense advance pursuant to an undertaking. If the Agent is wholly or partly successful, the Agent may be paid the expense of prosecuting or defending the suit.

(c) It is a defense in any suit by the Agent to enforce indemnification, but not in a suit brought by the Agent to enforce an Expense advance, that the Agent has not met any applicable California Corporations Code conduct standard.

(d) In any suit by the corporation to recover an Expense advance, the corporation may recover the Expenses upon a final adjudication the Agent has not met any applicable California Corporations Code conduct standard.

(e) Neither of the following shall be a defense to the suit or create a presumption the Agent has not met the applicable conduct standard:

(1) the failure of the corporation (including its Board of Directors, independent legal counsel, or shareholders) to determine prior to a suit's beginning that indemnification of the Agent is proper because the Agent has met any applicable California Corporations Code conduct standard; nor

(2) an actual determination by the person(s) that the Agent has not met the applicable conduct standard. In any suit brought by the agent to enforce a right under this Section 13 or by the corporation to recover an Expense advance, the corporation has the burden of proving the Agent is not entitled to indemnification or an Expense advance.

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specified therein as the date as of which the list is to be compiled. The record of shareholders shall also be open to inspection upon the written demand of any shareholder or holder of a voting trust certificate, at any time during usual business hours, for a purpose reasonably related to such holder's interests as a shareholder or as the holder of a voting trust certificate. Any inspection and copying under this Section may be made in person or by an agent or attorney of the shareholder or holder of a voting trust certificate making such demand.

**Section 2. MAINTENANCE AND INSPECTION OF BYLAWS.** The corporation shall keep at its principal executive office, or if its principal executive office is not in the State of California, at its principal business office in that State, the original or a copy of the bylaws as amended to date, which shall be open to inspection by the shareholders at all reasonable times during office hours. If the principal executive office of the corporation is outside the State of California and the corporation has no principal business office in that State, the Secretary shall, upon the written request of any shareholder, furnish to such shareholder a copy of the bylaws as amended to date.

**Section 3. MAINTENANCE AND INSPECTION OF OTHER CORPORATE RECORDS.** The accounting books and records and minutes of proceedings of the shareholders and the board of directors and any committee or committees of the board of directors shall be kept at such place or places designated by the board of directors, or, in the absence of such designation, at the principal executive office of the corporation. The minutes shall be kept in written form and the accounting books and records shall be kept either in written form or in any other form capable of being converted into written form. Such minutes and accounting books and records shall be open to inspection upon the written demand of any shareholder or holder of a voting trust certificate, at any reasonable time during usual business hours, for a purpose reasonably related to the holder's interests as a shareholder or as the holder of a voting trust certificate. The inspection may be made in person or by an agent or attorney, and shall include the right to copy and make extracts. The foregoing rights of inspection shall extend to the records of each subsidiary of the corporation.

**Section 4. INSPECTION BY DIRECTORS.** Every director shall have the absolute right at any reasonable time to inspect all books, records and documents of every kind and the physical properties of the corporation and each subsidiary corporation. Such inspection by a director may be made in person or by agent or attorney and the right of inspection includes the right to copy and make extracts.

**Section 5. ANNUAL REPORTS.** The annual report to shareholders referred to in Section 1501 of the Code is expressly dispensed with, but nothing herein shall be interpreted as prohibiting the board of directors from issuing annual or other periodic reports to the shareholders of the corporation as they deem appropriate.

**Section 6. FINANCIAL STATEMENTS.** A copy of any annual financial statement and any income statement of the corporation for each quarterly period of each fiscal year, and any accompanying balance sheet of the corporation as of the end of each such period, that has been prepared by the corporation shall be kept on file in the principal executive office of the corporation for twelve (12) months and each such statement shall be exhibited at all reasonable times to any shareholder demanding examination of any such statement or a copy shall be mailed to any such shareholder.

If a shareholder or shareholders holding at least five percent (5%) of the outstanding shares of any class of stock of the corporation makes a written request to the corporation for an income statement of the corporation for the three-month, six-month or nine-month

period of the then current fiscal year ended more than thirty (30) days prior to the date of the request, and a balance sheet of the corporation as of the end of such period, the chief financial officer shall cause such statement or statements to be prepared, if not already prepared, and shall deliver personally or mail such statement or statements to the person making the request within thirty (30) days after the receipt of such request. If the corporation has not sent to the shareholders its annual report for the last fiscal year, this report shall likewise be delivered or mailed to such shareholder or shareholders within thirty (30) days after such request.

The corporation also shall, upon the written request of any shareholder, mail to the shareholder a copy of the last annual, semi-annual or quarterly income statement which it has prepared and a balance sheet as of the end of such period.

The quarterly income statements and balance sheets referred to in this section shall be accompanied by the report thereon, if any, of any independent accountants engaged by the corporation or the certificate of an authorized officer of the corporation that such financial statements were prepared without audit from the books and records of the corporation.

## **ARTICLE VIII GENERAL MATTERS**

**Section 1. RECORD DATE FOR PURPOSES OTHER THAN NOTICE AND VOTING.** For purposes of determining the shareholders entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any other lawful action (other than action by shareholders by written consent without a meeting), the board of directors may fix, in advance, a record date, which shall not be more than sixty (60) days prior to any such action, and in such case only shareholders of record on the date so fixed are entitled to receive the dividend, distribution or allotment of rights or to exercise the rights, as the case may be, notwithstanding any transfer of any shares on the books of the corporation after the record date so fixed, except as otherwise provided in the California General Corporation Law.

If the board of directors does not so fix a record date, the record date for determining shareholders for any such purpose shall be at the close of business on the date on which the board adopts the resolution relating thereto, or the sixtieth (60th) day prior to the date of such action, whichever is later.

**Section 2. CHECKS, DRAFTS, EVIDENCES OF INDEBTEDNESS.** All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness, issued in the name of or payable to the corporation, shall be signed or endorsed by such person or persons and in such manner as, from time to time, shall be determined by resolution of the board of directors.

**Section 3. CORPORATE CONTRACTS AND INSTRUMENTS; HOW EXECUTED.** The board of directors, except as otherwise provided in these bylaws, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances; and, unless so authorized or ratified by the board of directors or within the agency power of an officer, no officer, agent or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any amount.



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**Section 4. CERTIFICATES FOR SHARES.** A certificate or certificates for shares of the capital stock of the corporation shall be issued to each shareholder when any such shares are fully paid, and the board of directors may authorize the issuance of certificates or shares as partly paid provided that such certificates shall state the amount of the consideration to be paid therefor and the amount paid thereon. All certificates shall be signed in the name of the corporation by the chairman of the board or vice chairman of the board or the president or vice president and by the chief financial officer or an assistant treasurer or the secretary or any assistant secretary, certifying the number of shares and the class or series of shares owned by the shareholder. Any or all of the signatures on the certificate may be facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the corporation with the same effect as if such person were an officer, transfer agent or registrar at the date of issue.

**Section 5. LOST CERTIFICATES.** Except as hereinafter in this Section provided, no new certificates for shares shall be issued in lieu of an old certificate unless the latter is surrendered to the corporation and cancelled. The board of directors may, in case any share certificate or certificate for any other security is lost, stolen or destroyed, authorize the issuance of a new certificate in lieu thereof, upon such terms and conditions as the board may require, including provision for indemnification of the corporation secured by a bond or other adequate security sufficient to protect the corporation against any claim that may be made against it, including any expense or liability, on account of the alleged loss, theft or destruction of such certificate or the issuance of a replacement certificate.

**Section 6. REPRESENTATION OF SHARES OF OTHER CORPORATIONS.** The chairman of the board, the president, or any vice president, or any other person authorized by resolution of the board of directors or by any of the foregoing designated officers, is authorized to vote on behalf of the corporation any and all shares of any other corporation or corporations, foreign or domestic, standing in the name of the corporation. The authority granted to said officers to vote or represent on behalf of the corporation any and all shares held by the corporation in any other corporation or corporations may be exercised by any such officer in person or by any person authorized to do so by a proxy duly executed by said officer.

**Section 7. CONSTRUCTION AND DEFINITIONS.** Unless the context requires otherwise, the general provisions, rules of construction, and definitions in the California General Corporation Law shall govern the construction of these bylaws. Without limiting the generality of the foregoing, the singular number includes the plural, the plural number includes the singular, and the term "person" includes both a corporation and a natural person. All references in these bylaws to the California General Corporation Law or to sections of the Code shall be deemed to be to such Law or sections as they may be amended and in effect and, if renumbered, to such renumbered provisions at the time of any action taken under the bylaws.

## **ARTICLE IX AMENDMENTS**

**Section 1. AMENDMENT BY SHAREHOLDERS.** New bylaws may be adopted or these bylaws may be amended or repealed by the vote or written consent of holders of a majority of the outstanding shares entitled to vote; provided, however, that if the articles of



incorporation of the corporation set forth the number of authorized directors of the corporation, the authorized number of directors may be changed only by an amendment of the articles of incorporation.

Section 2. AMENDMENT BY DIRECTORS. Subject to the rights of the shareholders to adopt, amend or repeal bylaws as provided in Section 1 of this Article IX, bylaws, other than a bylaw amendment changing the authorized number of directors, may be adopted, amended or repealed by the board of directors.

91040843654


CERTIFICATE OF ADOPTION OF BY-LAWS

Adoption by Directors.

The undersigned persons, being the Directors of the above-named corporation, hereby adopt the same as the By-Laws of said corporation.

Executed this 7th day of April, 1983

  
Orestes Ernest Criezis

  
Spero Criezis

Certificate by Secretary.

I DO HEREBY CERTIFY AS FOLLOWS:

That I am the duly elected, qualified and acting Secretary of the above-named corporation; that the foregoing By-Laws were adopted as the By-Laws of said corporation on the date set forth above by the Directors of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 7th day of April, 1983.

  
Spero Criezis, Secretary

91040843655

WILMER, CUTLER & PICKERING

2445 M STREET, N. W.

WASHINGTON, D. C. 20037-1420

TELEPHONE (202) 633-6000  
FACSIMILE (202) 633-0819  
422-5593, 422-4530, 293-5525  
TELEX 440230 WCP1 UI  
ABA NET ASA1354

4 CARLTON GARDENS  
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TELEX 8813918 WCP LDN

KRISTINA L. AHENT  
DIRECT LINE (202)  
653-6089

15 RUE DE LA LOI  
B-1040 BRUSSELS  
TELEPHONE 011 (322) 231-0903  
FACSIMILE 011 (322) 230-4322

March 28, 1990

Mark Allen, Esquire  
Federal Election Commission  
999 E Street, N.W.  
Room 657  
Washington, D.C. 20463

Re: MUR 2993

Dear Mr. Allen:

Enclosed please find answers of Ernest Criezis and the Great Greek Inc. to the Commission's Interrogatories and a Declaration affirming the answers by Ernest Criezis. Neal Manne will produce the documents requested by the Commission.

Thank you for your attention to this matter.

Sincerely,

Kristina L. Ahent *manne*

cc: Mr. Neal Manne  
Mr. Roger Witten

90MAR 28 PM 2:03

RECEIVED  
FEDERAL ELECTION COMMISSION  
OFFICE OF GENERAL COUNSEL

21040843656



BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of

MUR 2993

ANSWERS OF ERNEST CRIEZIS TO  
THE FEDERAL ELECTION COMMISSION'S INTERROGATORIES

Interrogatory No. 1: List all contributions you and Vicki Criezis made to federal candidates or political party committees. List the dates, amounts, and recipients of your contributions.

Answer

On August 29, 1988, Ernest and Vicki Criezis contributed \$10,000 to Victory Fund '88/Federal Account.

Interrogatory No. 2: Identify all person(s) who solicited these contributions, and describe in detail the circumstances and communications regarding these solicitations.

Answer

The August 29, 1988 contribution to Victory Fund '88/Federal Account was "solicited" by Jeff Seymour, of Morey/Seymour and Associates. Mr. Seymour, who performs public relations services for The Great Greek and Moonlight Tango Restaurants, recommended to Mr. & Mrs. Criezis that the contribution be made. They followed his advice.

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Interrogatory No. 3: Identify all persons who made payments to you and Vicki Criezis relating to your contributions listed in response to question 1. For each person, list the dates, amounts, and purpose of these payments.

Answer

On August 31, 1988, the Great Greek, Ltd. wrote a check to Ernest Criezis for \$5,000. The check was partial reimbursement for the August 29, 1988, \$10,000 contribution by Ernest and Vicki Criezis to Victory Fund '88/Federal Account. On August 31, 1988, the Moonlight Tango Cafe wrote a check to Ernest Criezis for \$5,000. The check was partial reimbursement for the August 29, 1988, \$10,000 contribution by Ernest and Vicki Criezis to Victory Fund '88/Federal Account.

Interrogatory No. 4: With regard to the persons listed in response to questions 2 and 3, of those that are partnerships, list the corporate partners in the partnerships. Describe the relationship between the corporate partner and the partnership, including but not limited to what percentage of partnership profits the corporations are entitled to.

Answer

The Great Greek, Ltd.: The only corporate partner in the Great Greek, Ltd. partnership is the Great Greek, Inc. It is the general partner in the Great Greek, Ltd. The Great Greek, Inc. is entitled to 50 percent of the net partnership profit. It also receives a \$75,000 per year fee for managing the Great Greek Cafe.

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Moonlight Tango Cafe, LP: The only corporate partner in the Moonlight Tango Cafe, LP is the Moonlight Tango Cafe, Inc. It is the general partner in Moonlight Tango Cafe, LP. Moonlight Tango Cafe, Inc. is entitled to 60 percent of the net partnership profit. It also receives a \$100,000 per year fee for management of the Moonlight Tango Cafe.

Interrogatory No. 5: State what title, position, and business interest you have in each partnership and corporation in which you are involved.

Answer

Ernest Criezis owns a one-third interest in and is president of the Great Greek, Inc., the general partner in the Great Greek, Ltd. In addition, Spero Criezis - who also owns a one-third interest in The Great Greek, Inc. - has irrevocably assigned his voting rights to Ernest Criezis. Ernest Criezis, Vicki Criezis, and Antony Koursaris have day to day responsibility for the management of The Great Greek Cafe and partnership affairs. Vicki Criezis is a director of the general partner. Mr. Koursaris is a director of, and owns 16.75 percent of, the general partner.

Moonlight Tango Cafe, Inc., the general partner in Moonlight Tango Cafe, LP, is owned by Ernest Criezis, Vicki Criezis, and Antony Koursaris. These three individuals have day to day responsibility for the management of the Moonlight Tango Cafe and partnership affairs.

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\* \* \* \*

Ernest Criezis could provide testimony regarding the foregoing interrogatories. In addition to counsel, Ernest Criezis assisted in drafting the foregoing interrogatory responses.

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1190cri.006  
March 13, 1990

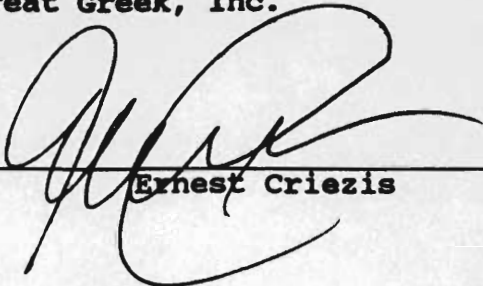
BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of

MUR 2993

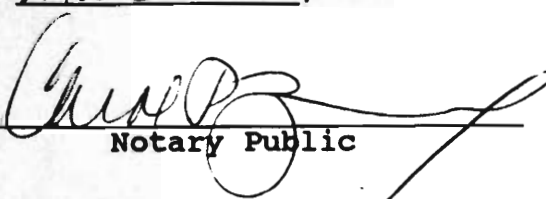
DECLARATION OF ERNEST CRIEZIS

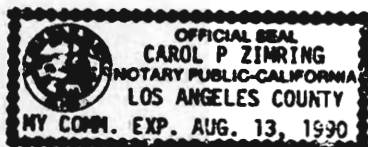
I have reviewed the foregoing Answers of myself and the Great Greek, Inc. to the Federal Election Commission's Interrogatories. On oath, I swear and affirm that the answers are true and correct to the best of my belief. I am authorized to make these answers on behalf of Great Greek, Inc.

  
\_\_\_\_\_  
Ernest Criezis

Dated: MARCH 21, 1990

Subscribed and sworn to  
before me this 21<sup>st</sup> day  
of March, 1990.

  
\_\_\_\_\_  
Notary Public



91040843661

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of

MUR 2993

ANSWERS OF THE GREAT GREEK, INC. TO  
THE FEDERAL ELECTION COMMISSION'S INTERROGATORIES

Interrogatory No. 1: List any and all payments made by  
The Great Greek, Inc. to Ernest or Vicki Criezis during 1988.  
State the date and amount, and explain the purpose of each  
payment.

Answer

The Great Greek, Inc. is responding to this  
interrogatory pursuant to an agreement between Neal Manne, one of  
respondent's counsel, and Mark Allen of the Commission's Office of  
General Counsel. As narrowed, the interrogatory requests only  
information concerning payments relating in any way to a political  
campaign or political contribution. The Great Greek, Inc. did not  
make any payments to Ernest or Vicki Criezis that related in any  
way to a political campaign or political contribution.

Interrogatory No. 2: Describe the relationship between  
The Great Greek, Inc. and any partnership of which it is a  
partner, including but not limited to the identification of each  
such partnership, the percentage of partnership profits The Great

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Greek, Inc. is entitled to, and all payments made to such partnerships.

Answer

The Great Greek, Inc. is the general partner in the Great Greek, Ltd. The Great Greek, Inc. is entitled to 50 percent of the net partnership profit. It also receives a \$75,000 per year fee for managing the Great Greek Cafe. With respect to "payments made to" the partnership, the Great Greek, Inc. is answering only information concerning payments relating to a political campaign or political contribution. No such payments were made by the Great Greek, Inc. to the Great Greek, Ltd.

Interrogatory No. 3: State what title, position, and business interest Ernest Criezis has in The Great Greek, Inc.

Answer

Ernest Criezis is the president of The Great Greek, Inc. Ernest Criezis owns a one-third interest in The Great Greek, Inc. Further, Spero Criezis, who owns a one-third interest in the Great Greek, Inc., has irrevocably assigned his voting rights to Ernest Criezis.

\* \* \* \*

With respect to Interrogatory No. 1, Ernest and Vicki Criezis could provide testimony. With respect to Interrogatories No. 2 and 3, Ernest Criezis could provide testimony. In addition to counsel, Ernest Criezis assisted in drafting the foregoing interrogatory responses.

91040843663

FROM: SUSMAN GODFREY

TO:

282 376 5280

3, 1990

1:51PM

P.01

**SUSMAN GODFREY**

ATTORNEYS AT LAW  
5100 FIRST INTERSTATE BANK PLAZA  
1000 LOUISIANA

HOUSTON, TEXAS 77002-5098

(713) 651-9366

TELECOPY (713) 653-7897

1800 SAN JACINTO TOWER

5101 SAN JACINTO STREET

DALLAS, TEXAS 75201-8751

(214) 754-1800

BARRY C. DAB, ETX  
FRANCIS H. DICK  
ERNEST J. BLANFIELD, JR.  
OPHELIA S. CAMERA  
JEFFREY W. CHAMBERS  
TRACY A. CHRISTOPHER  
RICHARD S. DRUSSEL  
WM. S. EMMONS  
FARBER C. FOLSE III  
JEFF L. FRAZIER  
F. ERIC FRYAR  
H. LEE GODFREY, P.C.  
BARBARA LOWE  
NEAL S. MANNE  
KENNETH S. MARKS  
ERIC J. MAYER

JOHN S. HEARTHUR  
JAMES T. MCCARTY  
KENNETH E. McNEIL  
KAREN A. OSHMAN  
TERRELL M. OXFORD, P.C.  
THOMAS W. PATTERSON  
RUTH L. RICHARD  
LEIGH ELIZABETH ROBERTS  
MARY KATHRYN SAMMONS  
STEPHEN D. SUSMAN, P.C.  
MAE L. TRIBBLE, JR.  
S. LAWRENCE VINCENT, JR.  
MADE L. D. WAWRO  
WILLIAM H. WHITE  
EVELYN JO WILSON  
RANDALL W. WILSON

**IMPORTANT NOTICE**

**Teletype Transmittal Cover Letter**

TO: Mark Allen

TELECOPY NO: (202) 376-5280

FROM: Neal Manne

CONFIRM NO: (202) 376-5140

DATE: 4-3-90

CLIENT/MATTER # 5860.3302

Please Indicate: Machine confirmation only ☒ or confirm by telephone ☐.

\*\*\*\*\*

TOTAL NUMBER OF PAGES, INCLUDING COVER LETTER: 3

IF YOU DO NOT RECEIVE ALL THE PAGES, please call us as soon as possible at (713) 651-9366.

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Our telephone number for CONFIRMATION of receipt of a teletype is:

(713) 651-9366

\*\*\*\*\*

NOTES: \_\_\_\_\_  
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An original hard copy of this transmission [will] [will not] be sent separately.

91040843664

MUR 2993

9 APR -3 PM 4: 14

RECEIVED  
FBI - HOUSTON

FROM: SUSAN GODFREY

TO:

282 376 5280

3, 1990

1:51PM P.02

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MOONLIGHT TANGO CAFE

13700 VENTURA BLVD.  
SHERMAN OAKS, CA 91409

599

PAY  
TO THE  
ORDER OF

E. CRIEGLIS

August 31, 1988

10-08/1220

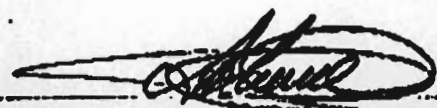
\$5,000.00

FIVE THOUSAND and  $\frac{00}{100}$

DOLLARS

Bank of America  
Sherman Oaks Branch 0410  
PO Box 8  
Sherman Oaks, CA 91413

FOR



#000599# 11220006611 04189-07118

#0000500000/



599

DATE

1191076

August 31 1988

TO E. CIEZIS

Cash deposit 8/31

for 1st deposit 8/31

FOR DUKAKIS CAMPAIGN

2943 50

2881 99

TOTAL

17536 25

THIS

CHECK

5.000 00

BALANCE

17536 25

600

Sept 1 1988

TO Larry Mordian

for 1st deposit

FOR DUKAKIS CAMPAIGN

TOTAL

THIS

CHECK

55 -

BALANCE

12481 25

601

Sept 1 1988

TO Victoria Inn

for 1st deposit

FOR DUKAKIS CAMPAIGN

TOTAL

THIS

CHECK

2284 00

BALANCE

10197 17

91040843666

91040843667

ERNEST CRIEZIS  
VICKI CRIEZIS  
7942 MULHOLLAND  
LOS ANGELES CA 90046

DATE: 8-29-88

ACCOUNT: 1845

FOR THE  
CROSS OF  
Victory Fund '88 / Federal Accounts \$10,000.00  
The Holland dollar & 1/2

Bank of America  
Sharon Oaks Branch 8418  
P.O. Box 8  
Sharon Oaks, CA 91413

for WDDI FA 34463

Vicki Criezis

122200066118450418202138

0001000000

SE 88 14

121000358

SE 13

0840 00026

10051022

VICTORY FUND'S MEMORANDUM  
FOR DEPOSIT ONLY NEW  
ONE SEVEN SEVEN FIVE  
1 088 459



DGC 6352

RECEIVED  
FEDERAL ELECTION COMMISSION  
MAIL ROOM

JUN 23 1990

**WILMER, CUTLER & PICKERING**

2445 N STREET, N.W.

WASHINGTON, D. C. 20027-1420

TELEPHONE (202) 663-8000

FACSIMILE (202) 636-0818

429-8882, 429-4930, 293-8888

TELEX 440328 WCP1 UI

ABA NET ABA1254

4 CARLTON GARDENS  
LONDON SW1Y 5AA

TELEPHONE 011 (441) 839-4488

FACSIMILE 011 (441) 839-3537

TELEX 8813918 WCP LON

18 RUE DE LA LOI  
B-1040 BRUSSELS

TELEPHONE 011 (322) 231-0803

FACSIMILE 011 (322) 230-4322

KRISTINA L. AMENT

DIRECT LINE (202)

663-8059

May 25, 1990

Mark Allen, Esquire  
Federal Election Commission  
999 E Street, N.W.  
Room 657  
Washington, D.C. 20463

Re: MUR 2993

Dear Mr. Allen:

This letter will confirm our conversation of May 18, 1990. Wilmer, Cutler & Pickering and Neal Manne's firm, Susman Godfrey, no longer represent the Criezis' in the above-referenced matter. Any future correspondence from the Commission regarding the matter should be directed personally to Mr. and Mrs. Criezis.

Thank you for your attention.

Sincerely,

*Kristina L. Ament*

Kristina L. Ament

cc: Mr. Neal Manne  
Mr. Roger Witten

91040843668

RECEIVED  
FEDERAL ELECTION COMMISSION  
OFFICE OF GENERAL COUNSEL  
JUN 23 1990



**SENSITIVE**

**BEFORE THE FEDERAL ELECTION COMMISSION**

In the Matter of )  
Ernest Criezis ) MUR 2993  
The Great Greek, Ltd. )  
The Great Greek, Inc. )

**GENERAL COUNSEL'S REPORT**

90 JUN 13 AM 10:22

FEDERAL ELECTION COMMISSION  
SECRETARIAT

**I. BACKGROUND**

This matter focuses on a check from The Great Greek, Ltd. partnership payable to Ernest Criezis, who manages the partnership. Criezis is also president of The Great Greek, Inc., the general partner in the partnership. According to the check stub, a copy of which was included in the complaint, the check, dated August 31, 1988, was made out to "E. Criezis" in the amount of \$5,000. The stub lists the "Dukakis Campaign" as the purpose of the check. Commission records indicate that the DNC Services Corporation/Democratic National Committee ("DNC") received a contribution of \$10,000 from Ernest Criezis and his wife Vicki Criezis on September 12, 1988.

On January 31, 1990, the Commission found reason to believe that Ernest Criezis violated 2 U.S.C. §§ 441b(a) and 441f, The Great Greek, Ltd. violated 2 U.S.C. §§ 441b(a) and 441f, and 11 C.F.R. § 110.1(e), and The Great Greek, Inc. violated 2 U.S.C. § 441b(a). Also on that date the Commission issued interrogatories and document requests to these respondents. The Commission found no reason to believe that the Dukakis Committee violated any provision of the Act in this matter.

Counsel contacted this Office on February 13, 1990 requesting

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pre-probable cause conciliation and a narrowing of the scope of one interrogatory. On March 1, this Office received from counsel the responses of one respondent. Because this response omitted the responses of the other respondents, this Office contacted counsel and on March 28, March 29, and April 3, received further material. We also met with counsel on April 20, 1990, and had further communications on May 18, 1990.

Because of outstanding factual questions, this Office recommends that the Commission deny the outstanding request for pre-probable cause conciliation. This report also recommends reason to believe findings regarding additional persons.

## II. FACTUAL AND LEGAL ANALYSIS

### A. The Transactions and Conciliation

Through the responses to the interrogatories and the document requests, this Office has learned that two other entities were involved in the reimbursement transactions: Moonlight Tango Cafe, Ltd. and Moonlight Tango Cafe, Inc. As with "The Great Greek" entities, Moonlight Tango Cafe, Inc. is the general partner in the Moonlight Tango Cafe, Ltd. partnership. Ernest Criezis is president of and controls both corporations. Ernest Criezis, Vicki Criezis, and Antony Koursaris (treasurer) have day to day responsibility for the management of both partnerships. The Great Greek, Inc. and Moonlight Tango Cafe, Inc. are the only corporate partners in their respective partnerships, and are entitled to 50 and 60 percent of the net partnership profits, respectively.

According to the responses, Ernest and Vicki Criezis were solicited for a contribution by an individual who provides public

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relations services for the The Great Greek and Moonlight Tango restaurants. On August 29, 1988, they made a \$10,000 contribution to the DNC. On August 31, The Great Greek, Ltd. and Moonlight Tango Cafe partnerships both wrote \$5,000 checks to Ernest Criezis.<sup>1</sup> These two checks provided the reimbursement for the \$10,000 contribution. Respondents' counsel has asserted that this reimbursement was an isolated occurrence and that Ernest and Vicki Criezis are unsophisticated individuals ignorant of election campaign law. The check stubs of the two \$5,000 checks both state "Dukakis Campaign" as the purpose of the checks; no attempt was made to hide the purpose of the payments.

On April 20, 1990, this Office met with counsel at counsel's request. We discussed this matter, and counsel agreed to provide additional information regarding the following issues: an explanation of the notation on the Criezis' contribution check to the DNC;<sup>2</sup> an explanation of the Criezis' reimbursement via \$5,000 checks from two partnerships; and whether Ernest and Vicki Criezis had repaid the two partnerships for the two \$5,000 reimbursements. This Office to date has received no reply to this request. In fact, on May 18, this Office received notice that respondents have ended counsel's representation in this matter. Because there are

---

1. One matter of note is that both \$5,000 checks were in fact drawn on the corporations' checking accounts (Attachment 1, pages 41 and 158). Counsel asserted that the partnerships have no checking accounts and that the corporations write checks for partnership expenses in the course of carrying out their duties as general/managing partners.

2. The check, signed by Vicki Criezis, was not turned over to this Office until this meeting.

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outstanding questions, this Office recommends that the Commission deny respondents' request for pre-probable cause conciliation at this time.

**B. Additional Findings**

Pursuant to 2 U.S.C. § 441a(a)(1)(B), a person may contribute up to \$20,000 to the political committee of a national political party during a calendar year. The term "person," defined at 2 U.S.C. § 431(11), includes partnerships. Under 11 C.F.R. § 110.1(e), a contribution by a partnership shall be attributed to both the partnership and to each partner in proportion to his or her share of the profits. Section 110.1(e) also provides that no portion of a partnership contribution may be made from the profits of a corporation that is a partner. This section does allow for partnership contributions even though a partner is a corporation only when the partners have agreed that the contribution is attributed to non-corporate partners. See AO 1980-132.

Pursuant to 2 U.S.C. § 441b(a), it is unlawful for a corporation to make a contribution in connection with a federal election. This section also forbids corporate officers to consent to a corporation's contribution. Section 441f prohibits the making of a contribution in the name of another person. This section also prohibits an individual from knowingly permitting the use of his or her name to be used to effect such a contribution.

**1. Moonlight Tango Cafe**

The Moonlight Tango Cafe, Ltd. partnership reimbursed Ernest and Vicki Criezis for \$5,000 of their \$10,000 campaign contribution, and thus appears to have violated 2 U.S.C. § 441f by

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making a contribution in the name of another. The reimbursement was drawn on the Moonlight Tango Cafe, Inc. corporate checking account on behalf of the partnership. Previous counsel argues that these funds should be considered partnership money, although counsel concedes that because of the corporation's position as the general partner in the partnership, at least a portion of the payment is considered corporate funds under 11 C.F.R. § 110.1(e). In any event, corporate funds were used for the reimbursement of the contribution, in violation of 2 U.S.C. § 441b(a). Therefore, consistent with the Commission's findings regarding the Great Greek entities, this Office recommends that the Commission find reason to believe that the Moonlight Tango Cafe, Ltd. partnership violated 2 U.S.C. §§ 441b(a), 441f, and 11 C.F.R. § 110.1(e), and that the Moonlight Tango Cafe, Inc. violated 2 U.S.C. § 441b(a).

2. Vicki Criezis

The Criezises assertedly contributed \$10,000 to the DNC. The contribution check (Attachment 1, page 160) was made on a joint account of Ernest and Vicki Criezis, was made payable to "Victory Fund '88/Federal Account," and was signed by Vicki Criezis. The sworn response of Ernest Criezis states that "Ernest and Vicki Criezis contributed \$10,000" (Attachment 1, page 44), although the check was signed only by Vicki Criezis and it is unclear whether any writing accompanied this check indicating its intent as a joint contribution, see 11 C.F.R. §§ 100.7(c), 110.1(k). In any event, sworn responses indicate that the Criezises received \$10,000 in reimbursement for the contribution from The Great Greek and Moonlight Tango Cafe entities. The Commission has already

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found reason to believe that Ernest Criezis violated 2 U.S.C. § 441f, and this Office will investigate further on the issue of attribution of the contribution. As the signer of the contribution check, however, it now appears that Vicki Criezis may have violated 2 U.S.C. § 441f by allowing her name to be used to effect a contribution in the name of another. Therefore, this Office recommends that the Commission find reason to believe that Vicki Criezis violated 2 U.S.C. §§ 441f.

### III. RECOMMENDATIONS

1. Find reason to believe that Moonlight Tango Cafe, Ltd. partnership violated 2 U.S.C. §§ 441b(a) and 441f and 11 C.F.R. § 110.1(e).
2. Find reason to believe that Moonlight Tango Cafe, Inc. violated 2 U.S.C. § 441b(a).
3. Find reason to believe that Vicki Criezis violated 2 U.S.C. § 441f.
4. Deny the request of Ernest Criezis, The Great Greek, Ltd., and The Great Greek, Inc. to enter into pre-probable cause conciliation at this time.
5. Approve the attached factual and legal analyses and the appropriate letters.

Lawrence M. Noble  
General Counsel

*June 12, 1990*  
Date

BY:

*Lois G. Lerner*  
Lois G. Lerner  
Associate General Counsel

#### Attachments

1. Responses to interrogatories and document requests
2. Factual and Legal Analyses (3)

Staff Assigned: Mark Allen

91040843674



BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of )  
Ernest Criezis ) MUR 2993  
The Great Greek, Ltd. )  
The Great Greek, Inc. )

CERTIFICATION

I, Marjorie W. Emmons, Secretary of the Federal Election Commission, do hereby certify that on June 18, 1990, the Commission decided by a vote of 4-0 to take the following actions in MUR 2993:

1. Find reason to believe that Moonlight Tango Cafe, Ltd. partnership violated 2 U.S.C. §§ 441b(a) and 441f and 11 C.F.R. § 110.1(e).
2. Find reason to believe that Moonlight Tango Cafe, Inc. violated 2 U.S.C. § 441b(a).
3. Find reason to believe that Vicki Criezis violated 2 U.S.C. § 441f.
4. Deny the request of Ernest Criezis, The Great Greek, Ltd., and The Great Greek, Inc. to enter into pre-probable cause conciliation.

(continued)

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5. Approve the factual and legal analyses and the appropriate letters, as recommended in the General Counsel's Report dated June 12, 1990.

Commissioners Elliott, Josefiak, McDonald, and McGarry voted affirmatively for the decision; Commissioners Aikens and Thomas did not cast votes.

Attest:

6-18-90

Date

Marjorie W. Emmons

Marjorie W. Emmons  
Secretary of the Commission

Received in the Secretariat: Wednesday, June 13, 1990 10:22 a.m.  
Circulated to the Commission: Wednesday, June 14, 1990 11:00 a.m.  
Deadline for vote: Monday, June 18, 1990 11:00 a.m.

dh

91040843676



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

June 22, 1990

Ernest Criezis  
7942 Mulholland Drive  
Los Angeles, CA 90046

RE: MUR 2993

Dear Mr. Criezis:

On February 6, 1990, you were notified that the Federal Election Commission found reason to believe that you violated 2 U.S.C. §§ 441b(a) and 441f. On February 13, 1990, you submitted a request to enter into conciliation negotiations prior to a finding of probable cause to believe.

The Commission has reviewed your request and determined to decline at this time to enter into conciliation prior to a finding of probable cause to believe because additional information is necessary. The Commission sought the following information through your former counsel: an explanation of the notation on your \$10,000 contribution check dated August 29, 1988 to the Democratic National Committee Victory Fund '88; an explanation of your reimbursement via \$5,000 checks from two partnerships; and whether you and Vicki Criezis have repaid the two partnerships for the two reimbursements. Such information should be submitted to the Office of the General Counsel within 15 days of receipt of this letter.

At such time when the investigation in this matter has been completed, the Commission will reconsider your request to enter into conciliation prior to a finding of probable cause to believe.

If you have any questions, please contact Mark Allen, the staff member assigned to this matter, at (202) 376-5690.

Sincerely,

Lawrence M. Noble  
General Counsel

BY: Lois G. Lerner  
Associate General Counsel

91040343677





FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

June 25, 1990

Mr. Antony Koursaris, Treasurer  
The Great Greek, Inc.  
13,362 Ventura Boulevard  
Sherman Oaks, CA 91423

RE: MUR 2993

Dear Mr. Koursaris:

On February 6, 1990, you were notified that the Federal Election Commission found reason to believe that The Great Greek, Inc. violated 2 U.S.C. § 441b(a). On February 13, 1990, you submitted a request to enter into conciliation negotiations prior to a finding of probable cause to believe.

The Commission has considered your request and determined, because of the need to complete the investigation, to decline at this time to enter into conciliation prior to a finding of probable cause to believe.

At such time when the investigation in this matter has been completed, the Commission will reconsider your request to enter into conciliation prior to a finding of probable cause to believe.

If you have any questions, please contact Mark Allen, the staff member assigned to this matter, at (202) 376-5690.

Sincerely,

Lawrence M. Noble  
General Counsel

BY: Lois G. Lerner  
Associate General Counsel

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FEDERAL ELECTION COMMISSION  
WASHINGTON, D.C. 20463

June 22, 1990

The Great Greek, Ltd.  
13,362 Ventura Boulevard  
Sherman Oaks, CA 91423

RE: MUR 2993

To Whom It May Concern:

On February 6, 1990, The Great Greek, Ltd. was notified that the Federal Election Commission found reason to believe that The Great Greek, Ltd. violated 2 U.S.C. §§ 441b(a) and 441f and 11 C.F.R. § 110.1(e). On February 13, 1990, you submitted a request to enter into conciliation negotiations prior to a finding of probable cause to believe.

The Commission has considered your request and determined, because of the need to complete the investigation, to decline at this time to enter into conciliation prior to a finding of probable cause to believe.

At such time when the investigation in this matter has been completed, the Commission will reconsider your request to enter into conciliation prior to a finding of probable cause to believe.

If you have any questions, please contact Mark Allen, the staff member assigned to this matter, at (202) 376-5690.

Sincerely,

Lawrence M. Noble  
General Counsel

BY: Lois G. Lerner  
Associate General Counsel

21040843679



FEDERAL ELECTION COMMISSION  
WASHINGTON, D.C. 20463

June 22, 1990

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

Vicki Criezis  
7942 Mulholland Drive  
Los Angeles, CA 90046

RE: MUR 2993

Dear Ms. Criezis:

On June 18, 1990, the Federal Election Commission found that there is reason to believe that you, Vicki Criezis, violated 2 U.S.C. § 441f, a provision of the Federal Election Campaign Act of 1971, as amended ("the Act"). The Factual and Legal Analysis, which formed a basis for the Commission's finding, is attached for your information.

Under the Act, you have an opportunity to demonstrate that no action should be taken against you. You may submit any factual or legal materials that you believe are relevant to the Commission's consideration of this matter. Please submit such materials to the General Counsel's Office within 15 days of your receipt of this letter. Where appropriate, statements should be submitted under oath.

In the absence of any additional information demonstrating that no further action should be taken against you, the Commission may find probable cause to believe that a violation has occurred and proceed with conciliation.

If you are interested in pursuing pre-probable cause conciliation, you should so request in writing. See 11 C.F.R. § 111.18(d). Upon receipt of the request, the Office of the General Counsel will make recommendations to the Commission either proposing an agreement in settlement of the matter or recommending declining that pre-probable cause conciliation be pursued. The Office of the General Counsel may recommend that pre-probable cause conciliation not be entered into at this time so that it may complete its investigation of the matter. Further, the Commission will not entertain requests for pre-probable cause conciliation after briefs on probable cause have been mailed to the respondent.

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Vicki Criezis  
Page 2

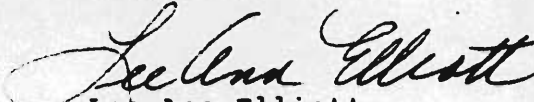
Requests for extensions of time will not be routinely granted. Requests must be made in writing at least five days prior to the due date of the response and specific good cause must be demonstrated. In addition, the Office of the General Counsel ordinarily will not give extensions beyond 20 days.

If you intend to be represented by counsel in this matter, please advise the Commission by completing the enclosed form stating the name, address, and telephone number of such counsel, and authorizing such counsel to receive any notifications and other communications from the Commission.

This matter will remain confidential in accordance with 2 U.S.C. §§ 437g(a)(4)(B) and 437g(a)(12)(A), unless you notify the Commission in writing that you wish the investigation to be made public.

For your information, we have attached a brief description of the Commission's procedures for handling possible violations of the Act. If you have any questions, please contact Mark Allen, the staff member assigned to this matter, at (202) 376-5690.

Sincerely,

  
Lee Ann Elliott  
Chairman

Enclosures

Factual and Legal Analysis  
Procedures  
Designation of Counsel Form

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FEDERAL ELECTION COMMISSION

FACTUAL AND LEGAL ANALYSIS

RESPONDENT: Vicki Criesis

MUR 2993

In the ordinary course of carrying out its supervisory responsibilities, the Federal Election Commission has discovered that Vicki Criesis may have violated the Federal Election Campaign Act of 1971, as amended ("the Act").

The Act provides that a person may contribute up to \$20,000 to the political committee of a national political party during a calendar year. 2 U.S.C. § 441a(a)(1)(B). Section 441f prohibits the making of a contribution in the name of another person. This section also prohibits an individual from knowingly permitting the use of his or her name to be used to effect such a contribution.

Vicki Criesis and her spouse Ernest Criesis were solicited for a political contribution by an individual who provides public relations services for the Moonlight Tango restaurant. On August 29, 1988, Vicki and Ernest Criesis made a \$10,000 contribution to the DNC Services Corporation/Democratic National Committee. The contribution check was signed by Vicki Criesis. This contribution falls within the legal limit for personal contributions to national committees under 2 U.S.C. § 441a(a)(1)(B). On August 31, Moonlight Tango Cafe, Ltd. partnership and The Great Greek, Ltd. partnerships each wrote \$5,000 checks to Ernest Criesis in reimbursement for the \$10,000 contribution.

This transaction constitutes a contribution from the two partnerships in the name of Vicki and Ernest Criesis. It appears

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that Vicki Criezis allowed her name to be used to effect a contribution in the name of another. Therefore, there is reason to believe that Vicki Criezis violated 2 U.S.C. § 441f.

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FEDERAL ELECTION COMMISSION  
WASHINGTON, D.C. 20463

June 22, 1990

**CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

Moonlight Tango Cafe, Ltd.  
13730 Ventura Boulevard  
Sherman Oaks, CA 91423

RE: MUR 2993

To Whom It May Concern:

On June 18, 1990, the Federal Election Commission found that there is reason to believe that the Moonlight Tango Cafe, Ltd. partnership violated 2 U.S.C. §§ 441b(a) and 441f and 11 C.F.R. § 110.1(e), a provision of the Federal Election Campaign Act of 1971, as amended ("the Act"). The Factual and Legal Analysis, which formed a basis for the Commission's finding, is attached for your information.

Under the Act, you have an opportunity to demonstrate that no action should be taken against you. You may submit any factual or legal materials that you believe are relevant to the Commission's consideration of this matter. Please submit such materials to the General Counsel's Office within 15 days of your receipt of this letter. Where appropriate, statements should be submitted under oath.

In the absence of any additional information demonstrating that no further action should be taken against you, the Commission may find probable cause to believe that a violation has occurred and proceed with conciliation.

If you are interested in pursuing pre-probable cause conciliation, you should so request in writing. See 11 C.F.R. § 111.18(d). Upon receipt of the request, the Office of the General Counsel will make recommendations to the Commission either proposing an agreement in settlement of the matter or recommending declining that pre-probable cause conciliation be pursued. The Office of the General Counsel may recommend that pre-probable cause conciliation not be entered into at this time so that it may complete its investigation of the matter. Further, the Commission will not entertain requests for pre-probable cause conciliation after briefs on probable cause have been mailed to the respondent.

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Moonlight Tango Cafe, Ltd.  
Page 2

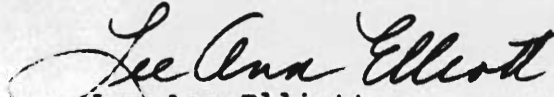
Requests for extensions of time will not be routinely granted. Requests must be made in writing at least five days prior to the due date of the response and specific good cause must be demonstrated. In addition, the Office of the General Counsel ordinarily will not give extensions beyond 20 days.

If you intend to be represented by counsel in this matter, please advise the Commission by completing the enclosed form stating the name, address, and telephone number of such counsel, and authorizing such counsel to receive any notifications and other communications from the Commission.

This matter will remain confidential in accordance with 2 U.S.C. §§ 437g(a)(4)(B) and 437g(a)(12)(A), unless you notify the Commission in writing that you wish the investigation to be made public.

For your information, we have attached a brief description of the Commission's procedures for handling possible violations of the Act. If you have any questions, please contact Mark Allen, the staff member assigned to this matter, at (202) 376-5690.

Sincerely,

  
Lee Ann Elliott  
Chairman

Enclosures

Factual and Legal Analysis  
Procedures  
Designation of Counsel Form

FEDERAL ELECTION COMMISSION  
FACTUAL AND LEGAL ANALYSIS

RESPONDENT: Moonlight Tango Cafe, Inc.

MUR 2993

In the ordinary course of carrying out its supervisory responsibilities, the Federal Election Commission has discovered that Moonlight Tango Cafe, Inc. may have violated the Federal Election Campaign Act of 1971, as amended ("the Act").

The Act provides that corporate contributions in connection with federal elections are prohibited. 2 U.S.C. § 441b(a). Pursuant to 2 U.S.C. § 441a(a)(1)(B), a person may contribute up to \$20,000 to the political committee of a national political party during a calendar year. The term "person," defined at 2 U.S.C. § 431(11), includes partnerships. Under 11 C.F.R. § 110.1(e), a contribution by a partnership shall be attributed to both the partnership and to each partner in proportion to his or her share of the profits. Section 110.1(e) also provides that no portion of a partnership contribution may be made from the profits of a corporation that is a partner. This section does allow for partnership contributions even though a partner is a corporation only when the partners have agreed that the contribution is attributed to the non-corporate partners.

Moonlight Tango Cafe, Inc. is the general partner and the only corporate partner in the Moonlight Tango Cafe, Ltd. partnership. The corporation is entitled to 60 percent of the net partnership profits. Ernest Criezis is president of the corporation. Ernest and Vicki Criezis were solicited for a

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political contribution by an individual who provides public relations services for the Moonlight Tango restaurant. On August 29, 1988, Ernest and Vicki Criezis made a \$10,000 contribution to the DNC Services Corporation/Democratic National Committee. On August 31, Moonlight Tango Cafe, Ltd. partnership wrote a \$5,000 check to Ernest Criezis. This check provided partial reimbursement for the \$10,000 contribution.

The Moonlight Tango Cafe, Ltd. partnership reimbursed Ernest and Vicki Criezis for their campaign contribution. At least a portion of the payment is considered corporate funds under 11 C.F.R. § 110.1(e). No partnership agreement is known to exist that would attribute partnership contributions to non-corporate partners. Moreover, the reimbursement was drawn on the Moonlight Tango Cafe, Inc. corporate checking account on behalf of the partnership. Thus, corporate funds were used for the reimbursement of Ernest and Vicki Criezis, in violation of 2 U.S.C. § 441b(a). Therefore, there is reason to believe that the Moonlight Tango Cafe, Inc. violated 2 U.S.C. § 441b(a).

21040343687



FEDERAL ELECTION COMMISSION  
WASHINGTON, D.C. 20463

June 22, 1990

**CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

Moonlight Tango Cafe, Inc.  
13730 Ventura Boulevard  
Sherman Oaks, CA 91423

RE: MUR 2993

To Whom It May Concern:

On June 18, 1990, the Federal Election Commission found that there is reason to believe that Moonlight Tango Cafe, Inc., violated 2 U.S.C. § 441b(a), a provision of the Federal Election Campaign Act of 1971, as amended ("the Act"). The Factual and Legal Analysis, which formed a basis for the Commission's finding, is attached for your information.

Under the Act, you have an opportunity to demonstrate that no action should be taken against you. You may submit any factual or legal materials that you believe are relevant to the Commission's consideration of this matter. Please submit such materials to the General Counsel's Office within 15 days of your receipt of this letter. Where appropriate, statements should be submitted under oath.

In the absence of any additional information demonstrating that no further action should be taken against you, the Commission may find probable cause to believe that a violation has occurred and proceed with conciliation.

If you are interested in pursuing pre-probable cause conciliation, you should so request in writing. See 11 C.F.R. § 111.18(d). Upon receipt of the request, the Office of the General Counsel will make recommendations to the Commission either proposing an agreement in settlement of the matter or recommending declining that pre-probable cause conciliation be pursued. The Office of the General Counsel may recommend that pre-probable cause conciliation not be entered into at this time so that it may complete its investigation of the matter. Further, the Commission will not entertain requests for pre-probable cause conciliation after briefs on probable cause have been mailed to the respondent.

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Moonlight Tango Cafe, Inc.  
Page 2

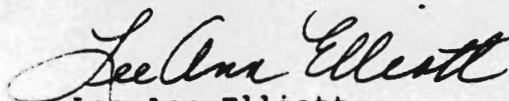
Requests for extensions of time will not be routinely granted. Requests must be made in writing at least five days prior to the due date of the response and specific good cause must be demonstrated. In addition, the Office of the General Counsel ordinarily will not give extensions beyond 20 days.

If you intend to be represented by counsel in this matter, please advise the Commission by completing the enclosed form stating the name, address, and telephone number of such counsel, and authorizing such counsel to receive any notifications and other communications from the Commission.

This matter will remain confidential in accordance with 2 U.S.C. §§ 437g(a)(4)(B) and 437g(a)(12)(A), unless you notify the Commission in writing that you wish the investigation to be made public.

For your information, we have attached a brief description of the Commission's procedures for handling possible violations of the Act. If you have any questions, please contact Mark Allen, the staff member assigned to this matter, at (202) 376-5690.

Sincerely,

  
Lee Ann Elliott  
Chairman

Enclosures  
Factual and Legal Analysis  
Procedures  
Designation of Counsel Form

91040843689



FEDERAL ELECTION COMMISSION  
FACTUAL AND LEGAL ANALYSIS

RESPONDENTS: Moonlight Tango Cafe, Ltd.

MUR 2993

In the ordinary course of carrying out its supervisory responsibilities, the Federal Election Commission has discovered that the Moonlight Tango Cafe, Ltd. partnership may have violated the Federal Election Campaign Act of 1971, as amended ("the Act").

The Act provides that a person may contribute up to \$20,000 to the political committee of a national political party during a calendar year. 2 U.S.C. § 441a(a)(1)(B). The term "person," defined at 2 U.S.C. § 431(11), includes partnerships. Under 11 C.F.R. § 110.1(e), a contribution by a partnership shall be attributed to both the partnership and to each partner in proportion to his or her share of the profits. Section 110.1(e) also provides that no portion of a partnership contribution may be made from the profits of a corporation that is a partner. This section does allow for partnership contributions even though a partner is a corporation only when the partners have agreed that the contribution is attributed to the non-corporate partners.

Pursuant to 2 U.S.C. § 441b(a), corporate contributions in connection with federal elections are prohibited. Section 441f prohibits the making of a contribution in the name of another person.

The general partner and the only corporate partner in the Moonlight Tango Cafe, Ltd. partnership is Moonlight Tango Cafe,

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Inc. The corporation is entitled to 60 percent of the net partnership profits. Ernest Criezis is president of the corporation. Ernest and Vicki Criezis were solicited for a political contribution by an individual who provides public relations services for the Moonlight Tango restaurant. On August 29, 1988, Ernest and Vicki Criezis made a \$10,000 contribution to the DNC Services Corporation/Democratic National Committee. On August 31, Moonlight Tango Cafe, Ltd. partnership wrote a \$5,000 check to Ernest Criezis. This check provided partial reimbursement for the \$10,000 contribution.

The Moonlight Tango Cafe, Ltd. partnership reimbursed Ernest and Vicki Criezis for their campaign contribution, and thus appears to have violated 2 U.S.C. § 441f by making a contribution in the name of another. At least a portion of the payment is considered corporate funds under 11 C.F.R. § 110.1(e). Moreover, the reimbursement was drawn on the Moonlight Tango Cafe, Inc. corporate checking account on behalf of the partnership. Thus, corporate funds were used for the reimbursement of Ernest and Vicki Criezis, in violation of 2 U.S.C. § 441b(a). Therefore, there is reason to believe that the Moonlight Tango Cafe, Ltd. partnership violated 2 U.S.C. §§ 441b(a) and 441f and 11 C.F.R. § 110.1(e).

91040343691

the  
**Great Greek!**  
UN CAFÉ GRECQUE!

A Greek Taverna at

13362 Ventura Blvd., Sherman Oaks in Los Angeles, CA. 91423. (818) 905-5250.

EGC 6889  
RECEIVED  
FEDERAL ELECTION COMMISSION  
MAIL ROOM

90 JUL -9 AM 11: 14

July 5, 1990

Mr. Mark Allen  
Federal Election Commission  
Wash D.C. 20463

Re: MUR 2993

Dear Mr. Allen:

In accordance with our phone conversation today, my husband, Ernie Criezis, and myself, by this letter will answer your remaining questions in the hope that this matter can finally be disposed of.

Question One: An explanation of the notation on the \$10,000 contribution check: Please be advised that the notation, W001 FM 34163 (sic), was NOT made by myself or my husband or anyone at The Great Greek Cafe. We can only speculate that this red-inked notation was made by someone at the Victory Fund '88.

Question Two: An explanation of our reimbursement via \$5,000 checks from two partnerships: We thought and believed we were advised by our lobbyist, that the limited partnerships were legally allowed to make Federal election contributions. The check was made personally by us as it was due immediately. After writing the echeck, we sought reimbursement from the two limited partnerships. The form was necessitated by time. We did not at any time believe we were doing anything contrary to the law.

Question Three: Whether Ernie or Vicki have repaid the two partnerships for the two reimbursements. We were not instructed by anyone that it would be advisable to repay the portions of the limited partnership contributions that represented corporate funds. However, after reading your letter we surmise that this indeed would be advisable. Therefore, we have on this very day, repaid the two limited partnerships that portion which seems to be in question; with regard to The Moonlight Tango Cafe Ltd., we have repaid \$3,000, which represents 60% of the contribu-

90 JUL -9 PM 3:40  
FEDERAL ELECTION COMMISSION  
OFFICE OF GENERAL COUNSEL



2/Criezis to Federal Election Commission

tion, based on 60% corporate ownership in the limited partnership. As to The Great Greek Ltd., we have repaid \$2,500, which represents 50% corporate ownership of the limited partnership. We have the foregoing at our own expense and voluntarily with the hope that finally this matter may be resolved.

Incidentally, as I told you on the phone, we are willing to cooperate in every way to see this matter resolved. We were found it necessary to proceed without legal counsel because we have paid former counsel approximately an amount GREATER than the actual contribution in question, that is, about \$10,000.

In closing, please understand that we were not aware of the restrictions of our contribution. We have never in our lives before or since made a Federal contribution, and we consider ourselves to be good, law-abiding citizens. We would appreciate your help in concluding this matter.

Sincerely,

*Vicki Criezis*

Vicki Criezis

*Ernest Criezis*  
Ernest Criezis

91040843693



# THE MOONLIGHT TANGO CAFE

American Regional Cuisine & Grillades ☐ Music of the Swing Era  
13730 Ventura Blvd., Sherman Oaks, CA, 91423 ☐ (818) 788-2000

RECEIVED  
FEDERAL ELECTION COMMISSION  
WASHINGTON

90 AUG -6 AM 11:37

AUGUST 2, 1990

FEDERAL ELECTION COMMISSION  
WASHINGTON, D.C. 20463

ATTENTION: MARK ALLEN  
RE: MUR 2993

DEAR MARK:

THE LEGAL AND FACTUAL ANALYSIS YOU SENT TO US IS  
SUBSTANTIALLY CORRECT OTHER THAN THE FINAL PARAGRAPH.  
WHILE IT IS TRUE THAT THE CHECK FOR REIMBURSEMENT WAS  
DRAWN ON THE MOONLIGHT TANGO CAFE, INC. ACCOUNT,  
THIS ACCOUNT IS MERELY AN OPERATING ACCOUNT FOR THE  
RESTAURANT AND HAD NO OTHER SIGNIFICANCE IN THE  
ISSUANCE OF THE CHECK.

VERY TRULY YOURS,

*Vicki Criezis*  
VICKI CRIEZIS  
OWNER

RECEIVED  
FEDERAL ELECTION COMMISSION  
OFFICE OF GENERAL COUNSEL  
90 AUG -6 PM 12:52

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FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

November 13, 1990

Vicki Criesis  
7942 Mulholland Drive  
Los Angeles, CA 90046

RE: MUR 2993


Dear Ms. Criesis:

During telephone conversations with Mark Allen of my staff, you agreed to sign an affidavit attesting to the truth of your statements. Enclosed is the affidavit which this Office has drafted reflecting the facts as you presented them to Mr. Allen. Please examine the affidavit and make any alterations necessary so that the affidavit accurately reflects your knowledge in this matter. Please have the affidavit notarized and return it to the Commission within ten days in the enclosed pre-addressed envelope.

Thank you for your cooperation in this matter. If you have any questions, please contact Mark Allen, the attorney assigned to this matter, at (202)376-5690.

Sincerely,

Lawrence M. Noble  
General Counsel

BY:   
Lois G. Lerner  
Associate General Counsel

Enclosures  
Affidavit  
Envelope

21040843695



00-6 887  
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FEDERAL ELECTION COMMISSION  
MAIL ROOM

90 DEC -7 AM 10:51

BEFORE THE FEDERAL ELECTION COMMISSION

IN THE MATTER OF

)  
) MUR 2993  
)

AFFIDAVIT

I, Vicki Criezis, being first duly sworn, depose and say as follows:

1. I reside at 7942 Mulholland Drive, Los Angeles, California 90046.

2. My principal place of business is \_\_\_\_\_ in my home  
\_\_\_\_\_, located at 7942 Mulholland Dr.,  
Los Angeles, Ca. 90046.

3. My husband Ernest Criezis and I are involved in two partnerships and two corporations. The Great Greek, Inc. is the general and managing partner in The Great Greek, Ltd. partnership; Moonlight Tango Cafe, Inc. is the general and managing partner in the Moonlight Tango Cafe Ltd. partnership. The Great Greek, Inc. receives 50% of The Great Greek partnership profits, while Moonlight Tango Cafe, Inc. receives 60% of Moonlight Tango Cafe partnership profits.

4. Ernest Criezis is president of The Great Greek, Inc. and Moonlight Tango Cafe, Inc. and controls a majority of the voting stock of both corporations. Ernest Criezis, Antony Koursaris, and I manage the day to day affairs of both partnerships.

5. On August 29, 1988, I wrote a check for \$10,000 to Victory Fund '88/Federal Account (DNC Services Corporation/Democratic National Committee). This check was drawn on a joint account shared by me and Ernest Criezis.

6. The \$10,000 contribution to Victory Fund '88 was for two \$5,000 fundraiser tickets. The contribution was intended to be from The Great Greek, Ltd. and Moonlight Tango Cafe, Ltd. partnerships. I wrote the \$10,000 check on our joint account because one Jeff Seymour solicited the contribution at a point where Ernest Criezis and I only had access to our personal checkbook, i.e., at our home. Ernest Criezis and I gave the check to Jeff Seymour.

90 DEC -7 PM 12:54  
RECEIVED  
FEDERAL ELECTION COMMISSION  
OFFICE OF GENERAL COUNSEL

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Vicki Criezis Affidavit  
Page 2

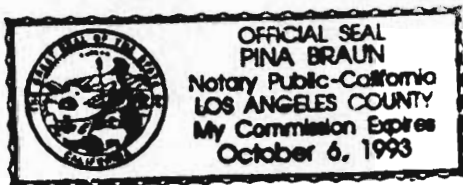
7. On August 31, 1988, Ernest Criezis and I caused the two partnerships to each write a \$5,000 check to Ernest Criezis as reimbursement for the \$10,000 contribution. These checks were drawn on accounts of The Great Greek, Inc. and the Moonlight Tango Cafe, Inc., which are the partnerships' operating checking accounts. The partnerships have no other checking accounts.

8. On July 5, 1990, Ernest Criezis and I repaid \$3,000 of the \$5,000 Moonlight Tango Cafe, Ltd., partnership contribution, representing the Moonlight Tango Cafe, Inc.'s 60% share of the contribution. Also on that date, we repaid \$2,500 of The Great Greek, Ltd., partnership contribution, representing The Great Greek, Inc.'s 50% share of the \$5,000 contribution.

Further the affiant sayeth not.

Vicki Criezis  
Vicki Criezis

Subscribed and sworn to before me, on this 3 day of  
December, 1990.



Pina Braun  
Notary Public

91040843697

91 JAN -9 PM 4:47

BEFORE THE FEDERAL ELECTION COMMISSION

**SENSITIVE**

In the Matter of	)	
Ernest Criezis	)	MUR 2993
Vicki Criezis	)	
The Great Greek, Ltd.	)	
The Great Greek, Inc.	)	
Moonlight Tango Cafe, Ltd.	)	
Moonlight Tango Cafe, Inc.	)	

GENERAL COUNSEL'S REPORT

I. BACKGROUND

This matter involves two individuals' \$10,000 contribution that was reimbursed by two partnerships, each of which includes a corporation as a partner. The Commission has made reason to believe findings regarding both individuals and all four entities. This Office now recommends that the Commission accept respondents' request to enter into pre-probable cause conciliation.

II. ANALYSIS

Ernest and Vicki Criezis are involved in two partnerships and two corporations. The Great Greek, Inc. is the general and managing partner in The Great Greek, Ltd. partnership; Moonlight Tango Cafe, Inc. is the general and managing partner in the Moonlight Tango Cafe Ltd. partnership. The Great Greek, Inc. receives 50% of The Great Greek partnership profits, while Moonlight Tango Cafe, Inc. receives 60% of Moonlight Tango Cafe partnership profits. Ernest Criezis is president of The Great Greek, Inc. and Moonlight Tango Cafe, Inc. and controls a majority of the voting stock of both corporations. Ernest and Vicki Criezis and Antony Koursaris manage the day to day affairs of both partnerships.

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Vicki Criezis wrote a \$10,000 check on August 29, 1988, to Victory Fund '88/Federal Account (DNC Services Corporation/Democratic National Committee). This check, drawn on a joint account shared by Vicki and Ernest Criezis, paid for two \$5,000 fundraiser tickets. According to Vicki Criezis, the contribution was intended to be from The Great Greek, Ltd. and Moonlight Tango Cafe, Ltd. partnerships (see Vicki Criezis affidavit at Attachment 2, page 2). Vicki Criezis wrote the \$10,000 check on the personal account because Jeff Seymour, who performs public relations services for The Great Greek and Moonlight Tango Cafe, solicited the contribution at a point where Ernest and Vicki Criezis only had access to their personal checkbook, i.e., at their home. Ernest and Vicki Criezis gave the check to Jeff Seymour.

On August 31, 1988, Ernest and Vicki Criezis caused the two partnerships to each write a \$5,000 check to Ernest Criezis as reimbursement for the \$10,000 contribution. These checks were drawn on accounts of The Great Greek, Inc. and the Moonlight Tango Cafe, Inc., which are the partnerships' operating checking accounts. The partnerships have no other checking accounts.

On January 31, 1990, the Commission found reason to believe that Ernest Criezis violated 2 U.S.C. §§ 441b(a) and 441f, The Great Greek, Ltd. violated 2 U.S.C. §§ 441b(a) and 441f, and 11 C.F.R. § 110.1(e), and The Great Greek, Inc. violated 2 U.S.C. § 441b(a). On June 18, 1990, the Commission found reason to believe that Vicki Criezis violated 2 U.S.C. § 441f, Moonlight Tango Cafe, Ltd. partnership violated 2 U.S.C. §§ 441b(a) and 441f, and 11 C.F.R. § 110.1(e), and Moonlight Tango, Inc. violated

91040843699

2 U.S.C. § 441b(a). Also on that date, the Commission denied Ernest Criezis and The Great Greek entities' request for pre-probable cause conciliation.

On July 5, 1990, Ernest and Vicki Criezis repaid \$3,000 of the \$5,000 Moonlight Tango Cafe, Ltd., partnership contribution, representing the Moonlight Tango Cafe, Inc.'s 60% share of the contribution. Also on that date, they repaid \$2,500 of The Great Greek, Ltd., partnership contribution, representing The Great Greek, Inc.'s 50% share of the \$5,000 contribution.

Based upon Vicki Criezis' response on July 5, 1990 to the questions this Office addressed to Ernest Criezis, and upon conversations this Office held with Vicki Criezis in July and August, 1990, this Office prepared an affidavit setting out the facts of this matter.<sup>1</sup> Vicki Criezis signed and returned the notarized affidavit, which this Office received on December 7, 1990.

## II. CONCILIATION

---

1. Respondents were initially represented by counsel in this matter, and this Office sought additional information through counsel in April, 1990. Counsel withdrew from representing respondents in this matter in May, 1990, and so this Office contacted Vicki Criezis directly.

91040343700

**III. RECOMMENDATIONS**

1. Enter into conciliation prior to a finding of probable cause to believe.
2. Approve the attached proposed conciliation agreements.

Lawrence M. Noble  
General Counsel

Date 1/8/91

BY:   
Lois G. Lerner  
Associate General Counsel

**Attachments**

1. Vicki Criezis responses
2. Vicki Criezis affidavit
3. Proposed Conciliation Agreements

Staff Assigned: Mark Allen

91040843701





FEDERAL ELECTION COMMISSION  
WASHINGTON D.C. 20461

MEMORANDUM

TO: LAWRENCE M. NOBLE  
GENERAL COUNSEL

FROM: MARJORIE W. EMMONS/DELORES HARRIS *DH*  
COMMISSION SECRETARY

DATE: JANUARY <sup>14</sup>~~25~~, 1991

SUBJECT: MUR 2993 - GENERAL COUNSEL'S REPORT  
DATED JANUARY 8, 1991.

The above-captioned document was circulated to the  
Commission on Thursday, January 10, 1991 at 11:00 a.m.

Objection(s) have been received from the Commissioner(s)  
as indicated by the name(s) checked below:

Commissioner Aikens	<u>XXX</u>
Commissioner Elliott	<u>                    </u>
Commissioner Josefiak	<u>                    </u>
Commissioner McDonald	<u>                    </u>
Commissioner McGarry	<u>                    </u>
Commissioner Thomas	<u>                    </u>

This matter will be placed on the meeting agenda  
for Tuesday, January 29, 1991.

Please notify us who will represent your Division before the  
Commission on this matter.

91040843702

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of

Ernest Criezis; Vicki Criezis;  
The Great Greek, Ltd.;  
The Great Greek, Inc.;  
Moonlight Tango Cafe, Ltd.;  
Moonlight Tango Cafe, Inc.

)  
) MUR 2993  
)  
)  
)  
)  
)

CERTIFICATION

I, Marjorie W. Emmons, recording secretary for the Federal Election Commission executive session on January 29, 1991, do hereby certify that the Commission decided by a vote of 4-0 to take the following actions in MUR 2993:

1. Enter into conciliation prior to a finding of probable cause to believe.
2. Approve the proposed conciliation agreements attached to the General Counsel's report dated January 8, 1991.

Commissioners Aikens, Elliott, McDonald, and Thomas voted affirmatively for the decision; Commissioners Josefiak and McGarry were not present.

Attest:

Jan 31, 1991  
Date

*Marjorie W. Emmons*  
Marjorie W. Emmons  
Secretary of the Commission

91040843703



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

February 5, 1991

Ernest and Vicki Criezis  
7942 Mulholland Drive  
Los Angeles, CA 90046

RE: MUR 2993  
The Great Greek, Inc.  
The Great Greek, Ltd.  
Moonlight Tango Cafe, Inc.  
Moonlight Tango Cafe, Ltd.

Dear Ernest and Vicki Criezis:

On January 31, 1990, the Federal Election Commission found reason to believe that The Great Greek, Inc. violated 2 U.S.C. § 441b(a) and The Great Greek, Ltd. violated 2 U.S.C. §§ 441b(a) and 441f and 11 C.F.R. § 110.1(e). On June 18, 1990, the Commission found reason to believe that Moonlight Tango Cafe, Inc. violated 2 U.S.C. § 441b(a) and Moonlight Tango Cafe, Ltd. violated 2 U.S.C. §§ 441b(a) and 441f and 11 C.F.R. § 110.1(e). At your request, on January 29, 1991, the Commission determined to enter into negotiations directed towards reaching a conciliation agreement in settlement of this matter prior to a finding of probable cause to believe.

Enclosed is a conciliation agreement that the Commission has approved in settlement of this matter. If you agree with the provisions of the enclosed agreement, please sign and return it, along with the civil penalty, to the Commission. In light of the fact that conciliation negotiations, prior to a finding of probable cause to believe, are limited to a maximum of 30 days, you should respond to this notification as soon as possible.

If you have any questions or suggestions for changes in the agreement, or if you wish to arrange a meeting in connection with a mutually satisfactory conciliation agreement, please contact Mark Allen, the attorney assigned to this matter, at (202) 376-5690.

Sincerely,

Lawrence M. Noble  
General Counsel

BY:   
Lois G. Lerner  
Associate General Counsel

Enclosure  
Conciliation Agreement

21040843704





FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

February 7, 1991

Ernest and Vicki Criezis  
7942 Mulholland Drive  
Los Angeles, CA 90046

RE: MUR 2993  
Ernest Criezis  
Vicki Criezis

Dear Ernest and Vicki Criezis:

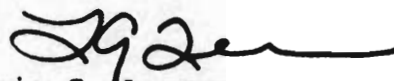
On January 31, 1990, the Federal Election Commission found reason to believe that Ernest Criezis violated 2 U.S.C. § 441b(a) and 441f. On June 18, 1990, the Commission found reason to believe that Vicki Criezis violated 2 U.S.C. § 441f. At your request, on January 29, 1991, the Commission determined to enter into negotiations directed towards reaching a conciliation agreement in settlement of this matter prior to a finding of probable cause to believe.

Enclosed is a conciliation agreement that the Commission has approved in settlement of this matter. If you agree with the provisions of the enclosed agreement, please sign and return it, along with the civil penalty, to the Commission. In light of the fact that conciliation negotiations, prior to a finding of probable cause to believe, are limited to a maximum of 30 days, you should respond to this notification as soon as possible.

If you have any questions or suggestions for changes in the agreement, or if you wish to arrange a meeting in connection with a mutually satisfactory conciliation agreement, please contact Mark Allen, the attorney assigned to this matter, at (202) 376-5690.

Sincerely,

Lawrence M. Noble  
General Counsel

  
BY: Lois G. Lerner  
Associate General Counsel

Enclosure  
Conciliation Agreement

91040843705



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

February 22, 1991

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

Ernest and Vicki Criezis  
7942 Mulholland Drive  
Los Angeles, CA 90046

RE: MUR 2993  
Ernest Criezis  
Vicki Criezis  
The Great Greek, Inc.  
The Great Greek, Ltd.  
Moonlight Tango Cafe, Inc.  
Moonlight Tango Cafe, Ltd.

Dear Ernest and Vicki Criezis:

On February 7, 1991, you were notified that, at your request, the Federal Election Commission determined to enter into negotiations directed toward reaching conciliation agreements in settlement of this matter prior to a finding of probable cause to believe. On that same date you were sent two conciliation agreements offered by the Commission in settlement of this matter, one regarding yourselves and the other regarding the other above-captioned entities.

Please note that conciliation negotiations entered into prior to a finding of probable cause to believe are limited to a maximum of 30 days. To date, you have not responded to the proposed agreements. The 30 day period for negotiations will soon expire. Unless we receive a response from you within ten days, this Office will consider these negotiations terminated and will proceed to the next stage of the enforcement process.

Should you have any questions, please contact Mark Allen, the attorney assigned to this matter, at (202) 376-5690.

Sincerely

Lawrence M. Noble  
General Counsel

*Lois G. Lerner*

BY: Lois G. Lerner *by LGL*  
Associate General Counsel

91040843706

91 MAY 10 11:54

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of )  
Ernest Criezis ) MUR 2993  
Vicki Criezis )  
The Great Greek, Ltd. )  
The Great Greek, Inc. )  
Moonlight Tango Cafe, Ltd. )  
Moonlight Tango Cafe, Inc. )

**SENSITIVE**

GENERAL COUNSEL'S REPORT

I. BACKGROUND

On January 29, 1991, the Commission determined to enter into conciliation negotiations with respondents prior to a finding of probable cause to believe.

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91040843708

**III. RECOMMENDATIONS**

1. Accept the attached conciliation agreement with Vicki Criezis, Ernest Criezis, The Great Greek, Ltd., The Great Greek, Inc., Moonlight Tango Cafe, Ltd., and Moonlight Tango Cafe, Inc.
2. Close the file.
3. Approve the appropriate letter.

Lawrence M. Noble  
General Counsel

Date

5/9/91

BY:

  
Lois G. Verner  
Associate General Counsel

Staff Assigned: Mark Allen

91040843709

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of )  
Ernest Criezis; )  
Vicki Criezis; )  
The Great Greek, Ltd.; ) MUR 2993  
The Great Greek, Inc.; )  
Moonlight Tango Cafe, Ltd.; )  
Moonlight Tango Cafe, Inc. )

CERTIFICATION

I, Marjorie W. Emmons, Secretary of the Federal Election Commission, do hereby certify that on May 15, 1991, the Commission decided by a vote of 5-0 to take the following actions in MUR 2993:

1. Accept the conciliation agreement with Vicki Criezis, Ernest Criezis, The Great Greek, Ltd., The Great Greek, Inc., Moonlight Tango Cafe, Ltd., and Moonlight Tango Cafe, Inc.
2. Close the file.
3. Approve the appropriate letter, as recommended in the General Counsel's Report dated May 9, 1991.

Commissioners Elliott, Josefiak, McDonald, McGarry, and Thomas voted affirmatively for the decision; Commissioner Aikens did not cast a vote.

Attest:

5-16-91  
Date

Marjorie W. Emmons  
Marjorie W. Emmons  
Secretary of the Commission

Received in the Secretariat: Fri., May 10, 1991 1:54 p.m.  
Circulated to the Commission: Mon., May 13, 1991 11:00 a.m.  
Deadline for vote: Wed., May 15, 1991 11:00 a.m.

91040343710





FEDERAL ELECTION COMMISSION  
WASHINGTON, D.C. 20463

May 28, 1991

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

Spero Criezis  
1207 Trace Drive  
Houston, TX 77077

RE: MUR 2993

Dear Mr. Criezis:

This is in reference to the complaint you filed with the Federal Election Commission on October 23, 1989, concerning a partnership contribution made in the name of an individual that also constituted a corporate contribution.

The Commission found that there was reason to believe Ernest Criezis violated 2 U.S.C. §§ 441b(a) and 441f; Vicki Criezis violated 2 U.S.C. § 441f; The Great Greek, Ltd. partnership violated 2 U.S.C. §§ 441b(a) and 441f, and 11 C.F.R. § 110.1(e); The Great Greek, Inc. violated 2 U.S.C. § 441b(a); Moonlight Tango Cafe, Ltd. partnership violated 2 U.S.C. §§ 441b(a) and 441f, and 11 C.F.R. § 110.1(e); and Moonlight Tango, Inc. violated 2 U.S.C. § 441b(a); provisions of the Federal Election Campaign Act of 1971, as amended, and conducted an investigation in this matter. On May 15, 1991, a conciliation agreement signed by the respondents was accepted by the Commission. Accordingly, the Commission closed the file in this matter on May 15, 1991. A copy of this agreement is enclosed for your information.

If you have any questions, please contact Mark Allen, the attorney assigned to this matter, at (202) 376-5690.

Sincerely,

Lawrence M. Noble  
General Counsel

BY: Lois G. Lerner  
Associate General Counsel

Enclosure  
Conciliation Agreement

91040843711



FEDERAL ELECTION COMMISSION  
WASHINGTON, D.C. 20463

May 28, 1991

Carol C. Darr, Esq.  
Legal Counsel  
Dukakis/Bentsen Committee, Inc.  
20 Park Plaza, Suite 230  
Boston, MA 02116

RE: MUR 2993  
Dukakis/Bentsen Committee, Inc. and  
Robert A. Farmer, as treasurer

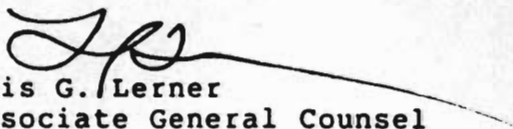
Dear Ms. Darr:

This is to advise you that the entire file in this matter has now been closed and will become part of the public record within 30 days. Should you wish to submit any legal or factual materials to be placed on the public record in connection with this matter, please do so within ten days. Such materials should be sent to the Office of the General Counsel.

Should you have any questions, contact Mark Allen, the attorney assigned to this matter, at (202) 376-5690.

Sincerely,

Lawrence M. Noble  
General Counsel

BY:   
Lois G. Lerner  
Associate General Counsel

91040843712



FEDERAL ELECTION COMMISSION  
WASHINGTON, D.C. 20463

May 28, 1991

**CLOSED**

Ernest and Vicki Criezis  
7942 Mulholland Drive  
Los Angeles, CA 90046

RE: MUR 2993  
Ernest Criezis  
Vicki Criezis  
The Great Greek, Inc.  
The Great Greek, Ltd.  
Moonlight Tango Cafe, Inc.  
Moonlight Tango Cafe, Ltd.

Dear Ernest and Vicki Criezis:

On May 15, 1991, the Federal Election Commission accepted the signed conciliation agreement submitted on your behalf in settlement of the following violations of provisions of the Federal Election Campaign Act of 1971, as amended:

Ernest Criezis violated 2 U.S.C. §§ 441b(a) and 441f;  
Vicki Criezis violated 2 U.S.C. § 441f;  
The Great Greek, Ltd. partnership violated 2 U.S.C. §§ 441b(a) and 441f, and 11 C.F.R. § 110.1(e);  
The Great Greek, Inc. violated 2 U.S.C. § 441b(a);  
Moonlight Tango Cafe, Ltd. partnership violated 2 U.S.C. §§ 441b(a) and 441f, and 11 C.F.R. § 110.1(e);  
Moonlight Tango, Inc. violated 2 U.S.C. § 441b(a).

Accordingly, the file has been closed in this matter. To date the Commission has received \$500 in partial payment of the \$1,500 civil penalty. I remind you that two \$500 installment payments of the civil penalty remain outstanding.

This matter will become a part of the public record within 30 days. If you wish to submit any factual or legal materials to appear on the public record, please do so within ten days. Such materials should be sent to the Office of the General Counsel. Please be advised that information derived in connection with any conciliation attempt will not become public without the written consent of the respondent and the Commission. See 2 U.S.C. § 437g(a)(4)(B). The enclosed conciliation agreement, however, will become a part of the public record.

21040843713




Ernest and Vicki Criezis  
Page 2

Enclosed you will find a copy of the fully executed conciliation agreement for your files. If you have any questions, please contact Mark Allen, the attorney assigned to this matter, at (202) 376-5690.

Sincerely,

Lawrence M. Noble  
General Counsel

  
BY: Lois G. Lerner  
Associate General Counsel

Enclosure  
Conciliation Agreement

91040843714

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of )  
The Great Greek, Ltd. ) MUR 2993  
The Great Greek, Inc. )  
Moonlight Tango Cafe, Ltd. )  
Moonlight Tango Cafe, Inc. )  
Ernest Criezis )  
Vicki Criezis )

CONCILIATION AGREEMENT

91040843715  
This matter was initiated by a signed, sworn, and notarized complaint by Spero Criezis. The Federal Election Commission ("Commission") found reason to believe that The Great Greek, Ltd. partnership and Moonlight Tango Cafe, Ltd. partnership ("Respondents") each violated 2 U.S.C. §§ 441b(a) and 441f and 11 C.F.R. § 110.1(e); found reason to believe that The Great Greek, Inc. and Moonlight Tango Cafe, Inc. ("Respondents") each violated 2 U.S.C. § 441b(a); and found reason to believe that Ernest Criezis ("Respondent") violated 2 U.S.C. §§ 441b(a) and 441f and that Vicki Criezis ("Respondent") violated 2 U.S.C. § 441f.

NOW, THEREFORE, the Commission and the Respondents, having participated in informal methods of conciliation, prior to a finding of probable cause to believe, do hereby agree as follows:

I. The Commission has jurisdiction over the Respondents and the subject matter of this proceeding, and this agreement has the effect of an agreement entered pursuant to 2 U.S.C. § 437g(a)(4)(A)(i).

II. Respondents have had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. Respondents contend they have cooperated fully with the

Commission and contend that their violations were not knowing and willful.

IV. Respondents enter voluntarily into this agreement with the Commission.

V. The pertinent facts in this matter are as follows:

1. Respondents The Great Greek, Ltd. and Moonlight Tango Cafe, Ltd. are limited partnerships.

2. Respondents The Great Greek, Inc. and Moonlight Tango Cafe, Inc. are California corporations.

3. Each corporation is the general partner in the corresponding partnership.

4. Respondent Ernest Criezis is president of The Great Greek, Inc. and Moonlight Tango Cafe, Inc. He manages The Great Greek, Ltd. and Moonlight Tango Cafe, Ltd., through the corporate general partners.

5. Respondent Vicki Criezis is the spouse of Ernest Criezis and also manages the two partnerships, through the corporate general partners.

6. On August 29, 1988, Ernest and Vicki Criezis contributed \$10,000 to the DNC Services Corporation/Democratic National Committee, a political committee under 2 U.S.C. § 431(4). This contribution is the sole federal contribution made by Ernest and Vicki Criezis.

7. Ernest and Vicki Criezis directed the reimbursement by the two partnerships for this \$10,000 contribution. On August 31, 1988, two checks were written by the two corporations on behalf of the partnerships to Ernest Criezis to provide reimbursement for the contribution.

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8. Pursuant to 2 U.S.C. § 441f, no person shall make a contribution in the name of another, and no person may knowingly permit his or her name to be used to effect a contribution in the name of another. Under 2 U.S.C. § 441b(a), a corporation may not make contributions in connection with a federal election, and no officer of any corporation shall consent to any contribution by the corporation. Finally, under 11 C.F.R. § 110.1(e), no portion of a partnership contribution may be made from the profits of a corporation that is a partner.

V. 1. Respondents Ernest and Vicki Criezis allowed their names to be used to effect a \$10,000 contribution in the name of another, in violation of 2 U.S.C. § 441f.

2. Respondent Ernest Criezis consented to a corporate contribution, in violation of 2 U.S.C. § 441b(a).

3. Respondent The Great Greek, Ltd. made a contribution including corporate funds in the name of Ernest and Vicki Criezis, in violation of 2 U.S.C. §§ 441f, 441b(a), and 11 C.F.R. § 110.1(e).

4. Respondent Moonlight Tango Cafe, Ltd. made a contribution including corporate funds in the name of Ernest and Vicki Criezis, in violation of 2 U.S.C. §§ 441f, 441b(a), and 11 C.F.R. § 110.1(e).

5. Respondent The Great Greek, Inc. made a corporate contribution through the partnerships and Ernest and Vicki Criezis, in violation of 2 U.S.C. § 441b(a).

91040843717

6. Respondent Moonlight Tango Cafe, Inc. made a corporate contribution through the partnerships and Ernest and Vicki Criezis, in violation of 2 U.S.C. § 441b(a).

VI. Respondents will pay a civil penalty to the Federal Election Commission in the amount of One Thousand Five Hundred dollars (\$1,500), pursuant to 2 U.S.C. § 437g(a)(5)(A), such penalty to be paid as follows:

1. One initial payment of \$500 due within 30 days from the date this agreement becomes effective;
2. A second payment of \$500 due within 60 days from the date this agreement becomes effective;
3. A third payment of \$500 due within 90 days from the date this agreement becomes effective;
4. In the event that any installment payment is not received by the Commission by the fifth day after which it becomes due, the Commission may, at its discretion, accelerate the remaining payments and cause the entire amount to become due upon ten days written notice to the respondents. Failure by the Commission to accelerate the payments with regard to any overdue installment shall not be construed as a waiver of its right to do so with regard to future overdue installments.

91040843718

VII. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1) concerning the matters at issue herein or on its own motion, may review compliance with this agreement. If the Commission believes that this agreement or any requirement thereof has been violated, it may institute a civil action for relief in the United States District Court for the District of Columbia.

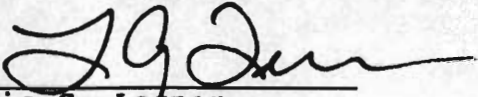
VIII. This agreement shall become effective as of the date that all parties hereto have executed same and the Commission has approved the entire agreement.

IX. This Conciliation Agreement constitutes the entire agreement between the parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either party or by agents of either party, that is not contained in this written agreement shall be enforceable.

FOR THE COMMISSION:

Lawrence M. Noble  
General Counsel


BY:

  
Lois G. Legner  
Associate General Counsel

Date

5/24/91

FOR THE RESPONDENTS:

  
(Name)  
(Position)

Ernest Criezis, President of  
Great Greek, Inc. & Moonlight Tango,  
Inc. & General Partners to Great  
Greek Ltd. & Moonlight Tango Ltd.

April 22, 1991  
Date

91040843719





FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

THIS IS THE END OF MUR # 2993

DATE FILMED 4/4/91 CAMERA NO. 1

CAMERAMAN AS

91040843720



FEDERAL ELECTION COMMISSION  
WASHINGTON, D.C. 20463

THE FOLLOWING DOCUMENTATION IS ADDED TO

THE PUBLIC RECORD IN CLOSED MUR 2993.

7/12/91

21040351941



A Greek Taverna at

13362 Ventura Blvd., Sherman Oaks in Los Angeles, CA. 91423. (818) 905-5250.

**CLOSED**

June 17, 1991

Mr. Mark Allen  
Federal Election Commission  
999 "E" Street, NW  
Room 657  
Washington, DC 20463

Re: MUR 2993

Dear Mark,

I have enclosed our second installment of \$500.00, due 60 days from the date of the conciliation agreement.

Thank you.

Sincerely,

  
Vicki Criezis

Enclosure: Check in the amount of \$500.00

VC:alm

P.S. I have also enclosed the third and last of our payments of \$500.00 in this letter.

RECEIVED  
FEDERAL ELECTION COMMISSION  
JUN 26 AM 11:03

21040351942



**FEDERAL ELECTION COMMISSION**

WASHINGTON, D.C. 20463

June 25, 1991

# TWO WAY MEMORANDUM

**TO: Fabrae Brunson**  
**OGC, Docket**

**FROM:** Philomena Brooks  
Accounting Technician

**SUBJECT: Account Determination for Funds Received**

We recently received a check from The Great, check number 9215, dated June 18, 1991, and in the amount of \$ 500.00. Attached is a copy of the check and any correspondence that was forwarded. Please indicate below the account into which it should be deposited, and the MUR number and name.

**TO:** Philomena Brooks  
Accounting Technician

**FROM:** Fabrae Brunson *JB*  
OGC, Docket

In reference to the above check in the amount of \$ 500.00, the MUR number is 2993 and in the name of Ne Great Greek Inc.. The account into which it should be deposited is indicated below:

**Budget Clearing Account (OGC), 95F3875.16**

✓ Civil Penalties Account, 95-1099.160

Other: \_\_\_\_\_

Jabara P. Brunson  
Signature

June 26, 1991  
Date

THE GREAT GREEK INC.  
13362 VENTURA BLVD. 818-806-8250  
SHERMAN OAKS, CA 91423

9215

June 18, 1991

18-09/1220


PAY  
TO THE  
ORDER OF

Federal Election Commission

\$ 500

Five Hundred & 00/100

DOLLARS

 Bank of America  
Sherman Oaks Branch 0418  
P.O. Box 8  
Sherman Oaks, CA 91413

FOR

Vicki Craig

⑆009215⑆ +⑆122000661⑆ 04180⑆00116⑆

21040551244

**THE GREAT GREEK INC.**

13362 VENTURA BLVD. 818-806-8280

SHERMAN OAKS, CA 91423

PAY  
TO THE  
ORDER OF

*Federal Election Co*

*Two Hundred 00/100*



**Bank of America**

Sherman Oaks Branch 0418

P.O. Box G

Sherman Oaks, CA 91413

FOR

⑈009215⑈ +⑈122000661⑈





FEDERAL ELECTION COMMISSION  
WASHINGTON, D.C. 20463

June 25, 1991

**TWO WAY MEMORANDUM**

**TO:** Fabrae Brunson  
OGC, Docket

**FROM:** Philomena Brooks *PB*  
Accounting Technician

**SUBJECT:** Account Determination for Funds Received

5 We recently received a check from The Greek Inc  
4 June 18, 1991, check number 9214, dated  
3 June 18, 1991, and in the amount of \$ 500.00.  
2 Attached is a copy of the check and any correspondence that  
1 was forwarded. Please indicate below the account into which  
it should be deposited, and the MUR number and name.  
-----  
*David Curran*

5  
4  
3  
2  
1  
0  
TO: Philomena Brooks  
Accounting Technician

4  
3  
2  
1  
0  
FROM: Fabrae Brunson *PB*  
OGC, Docket

3  
2  
1  
0  
In reference to the above check in the amount of  
\$ 500.00, the MUR number is 2993 and in the name of  
The Greek Inc. The account into  
which it should be deposited is indicated below:

- ☐ Budget Clearing Account (OGC), 95F3875.16  
☒ Civil Penalties Account, 95-1099.160  
☐ Other: \_\_\_\_\_

Fabrae D. Brunson  
Signature

June 26, 1991  
Date

**THE GREAT GREEK INC.**

13362 VENTURA BLVD. 818-808-6280  
SHERMAN OAKS, CA 91423

9216

10-00/1220

PAY  
TO THE  
ORDER OF

*Federal Election Commission*

*June 18, 91*

\$ **500**

*Five Hundred & no/100*

DOLLARS

**Bank of America**  
Sherman Oaks Branch 0418  
P.O. Box G  
Sherman Oaks, CA 91413

FOR

*Vicki Orizis*

⑈009216⑈+⑈122000661⑈ 04180⑈00116⑈

21040351246

91 JUN 26 AM 11:02



FEDERAL ELECTION COMMISSION  
WASHINGTON, D.C. 20463

THE FOLLOWING DOCUMENTATION IS ADDED TO

THE PUBLIC RECORD IN CLOSED MUR 2993.

7/22/91

21040352343





A Greek Taverna at

13362 Ventura Blvd., Sherman Oaks in Los Angeles, CA. 91423. (818) 905-5250.

RECEIVED  
FEDERAL ELECTION COMMISSION  
OFFICE SERVICES BRANCH

91 JUL 18 AM 9:56

91 JUL 19 PM 3:12

RECEIVED  
FEDERAL ELECTION COMMISSION  
OFFICE OF THE GENERAL COUNSEL

May 30, 1991

Office of the General Counsel  
Federal Election Commission  
Wash. D.C. 20463

Re: MUR 2993 - The Great Greek, Inc., The Great Greek, Ltd, The Moonlight Tango Cafe, Inc., The Moonlight Tango Cafe, Ltd, Ernest and Vicki Criezis.

FOR THE PUBLIC RECORD,

We, the respondents, as above noted, wish to submit this letter to appear as part of the Public Record in case # MUR 2993:

At the time of making the contribution to the Victory Fund '88, we were unaware of regulatory requirements governing political contributions.

Spero Criezis, without notifying The Great Greek Cafe, The Moonlight Tango Cafe, or Ernest or Vicki Criezis, reported the contribution made by the respondents to the Federal Election Commission. Spero Criezis himself asked that an investigation take place. He did so without first having himself conducted an independent investigation of his own.

When this Commission investigation requested by Spero Criezis was called to our attention by the Federal Election Commission, we cooperated fully, readily and completely, as acknowledged by the Commission.

The Commission took into account that this was the first election contribution by the respondents, and that the laws concerning contributions are so intricate, they are not generally known to the lay public.

In light of the above acknowledgments, the Commission was ~~most~~ conciliatory, and both parties reached an accord satisfactory to each. The agreement called for a minimal fine of a total of \$500, and allowed a three-month payout. As we were told that the fine could have otherwise been assessed much higher, even for a first-time infraction, we were quite satisfied with the Commission's reasonable offer.

*Ernest Criezis & Vicki Criezis*  
Ernest and Vicki Criezis, et al.