

CARTON 6:38

STRONG IN THE STRUGGLE

COMMUNIST PARTY, USA VS. 522 VALENCA, 1992-1994
KENDRA ALEXANDER, ET AL.

COMMITTEES OF CORRESPONDENCE

2017/193

CPUSA wants former member to name names

IN A CASE WITH bizarre echoes of the McCarthy witch hunts, the head of the Communist Party in the United States (CPUSA) is trying to get a former state party official to stand up in court and name party members.

Since the breakup of the Soviet Union, CPUSA and many of its former comrades have been embroiled in a messy divorce, and as is the case with so many divorces, the messiest part is deciding who keeps the property.

A lawsuit now before the San Francisco Superior Court centers around who owns the building that once housed CPUSA's bookstore, offices, and meeting hall but is now used by a new organization, the Committees of Correspondence.

CPUSA national director Gus Hall and other CPUSA leaders contend in court documents that the corporation that owns the property, 522 Valencia Inc., and a publishing corporation, Pacific Publishing Foundation, were CPUSA fronts and that the assets belong to the party.

They want Kendra Alexander, the party's former Northern California chairperson who helped form the Committees of Correspondence, to finger former party members in court. They argue that Alexander's testimony would show that both corporations were directed and financially sustained by CPUSA members.

Alexander told the Bay Guardian

she was "horrified" by the efforts to get her to name CPUSA members, and that she would refuse to answer "any questions about other people and their political beliefs and affiliations."

More than two-thirds of CPUSA's members have left the organization because of disagreement over the party's position on glasnost and the failed Soviet coup against Gorbachev. Members were "fed up with the party's failure to democratize and to meet new world realities," according to Helen Lima, a former CPUSA activist.

The case takes many people back 40 years when federal authorities, from the House Committee on Un-American Activities to the Justice Department, trampled the Constitution trying to weed Communists from government, the media, Hollywood, and schools.

"A pall of fear hung over everyone," Lima recalled. Thousands of people, including CPUSA members, refused to testify about the political beliefs or the beliefs of others, often at the cost of job, family, and homes.

Lima said she still remembers in July 1951 when FBI agents burst into her Richmond flat and arrested her husband, Mickey. He was tried with 11 other California CPUSA leaders for "teaching and advocating the overthrow of the U.S. government by force and violence."

During the six-year legal ordeal, one of the 11, Oleta Yates of San Francisco, went to jail for contempt of court rather than divulge names of other party members.

"I can't believe that the party that treated Yates as heroine could stoop so low as to put Kendra in a position to name people," Lima said.

Alexander said many of the McCarthyite laws used to prosecute Yates, Lima, and others remain on the books.

Juan Lopez, Northern California chairperson for CPUSA, called the naming-names furor a ploy to sidetrack the party's attempt to recover its property. Alexander, he told the Bay Guardian, "had no legal, moral, or political right to walk away with money or physical assets belonging to the party."

The hearing on CPUSA's motion to force Alexander to name names is set for May 21. If the court orders her to testify and she refuses, she faces fines, jail time, or both.

MARCY REIN

**Complaint filed in a motion to State Superior Court:
"The witness refused to give testimony or produce documents
that might identify present or former members of the Communist Party."**

-- House UnAmerican Activities Committee, 1951?

NO! Communist Party, USA in 1993!

CPUSA tries to force former member to name names

In a bizarre twist on McCarthyism, lawyers for the Communist Party, USA led by Gus Hall have stated their intention to force Kendra Alexander, a former leader of the party in Northern California, to publicly identify whether a list of others were ever party members.

HELP STOP THIS MISCARRIAGE OF JUSTICE!

** It was a scarring ethical battle 40 years ago when federal authorities like the HUAC and the FBI tried to force people to identify members of left and progressive political organizations. Thousands of people stood up to them and hundreds went to jail. The CPUSA was especially victimized and many of its members made heroic sacrifices to resist.

** Ironically, today the CPUSA hopes to bolster their case in a civil suit over control of some San Francisco Bay Area property by borrowing from those same old foul tactics. They have asked a judge to issue an "Order Compelling Answers" of Alexander in State Superior Court on May 21.

** The order would require Alexander to publicly name names in a deposition. If the judge approves, Alexander must cooperate or face court sanctions until she relents.

** The civil suit over the property stems from a deep rift in 1991 among members of the CPUSA, most of whom left the party. That conflict will play out in court in June. But before that, the more basic issue -- should someone be forced to name names -- must be addressed.

** Alexander says, "I am, frankly, ashamed that the Communist Party of the U.S. would ask me questions which would require me to reveal the names of people who may or may not have been members of the Communist Party."

** In light of recent police and international spying revelations in San Francisco as well as the persistence of anti-Communist rules in some states' laws and in some union constitutions, many people still risk persecution for their political beliefs.

** Alexander's supporters ask the public to contact the CPUSA to insist they drop this pernicious course of action. It violates the principles underlying our civil liberties that so many, including communists, have suffered to preserve.

WHAT YOU CAN DO!

1 - Call and fax the CPUSA.

Ask them to drop this ugly tactic.

CPUSA - National (212) 989-4994

Fax (212) 645-5436

Gus Hall's office (212) 924-8644

CPUSA Bay Area (510) 273-9007

or wire or write them at

235 W. 23rd St., N.Y., N.Y. 10011

2 - Attend the court hearing.

Friday, May 21, 10:30 a.m.

State Superior Court

San Francisco City Hall

For More Info.: Contact

Ad Hoc Committee Against

Naming Names (510) 843-7495

Communist Group Files Suit

It wants the rights to the S.F. property held by a rival faction

By Stephen Schwartz
Chronicle Staff Writer

In a legal action reflecting the chaotic aftermath of communism's fall, two American communist factions have squared off in court, while one holds a convention this weekend.

The official Communist Party USA, a hard-line group led by Gus Hall, who supported the August coup attempt in Moscow, filed a suit in San Francisco Superior Court this week for recovery of property currently held by the opposing "democratic" faction, known as the Committees of Correspondence.

Meanwhile, the Committees of Correspondence are holding a widely publicized convention in Berkeley this weekend to reorient the movement. The meeting advertised participation by longtime party supporter Angela Davis, historian Manning Marable and Jack

O'Dell, an adviser to Jesse Jackson.

The Communist Party is estimated to have about 500 members, while the Committees of Correspondence may have around 2,500 supporters.

The property that is the subject of the suit includes a bookstore, meeting hall and office at 522 Valencia Street in the Mission District.

Named as defendants in the suit are Kendra Alexander and Mary Idosidis, well-known communist supporters in the Bay Area, along with Sally Sweet, a leftist advocate since the 1940s.

Representatives of the dissenting group were unavailable for comment on the suit yesterday.

The official communist group also faces a gamut of legal problems connected with financing from the former Soviet government. A search of Moscow files dis-

closed in February that "suitcases packed with dollar bills" had been transmitted to party leader Hall and that signed receipts showed a subsidy of up to \$3 million annually.

Russian Deputy Prosecutor-General Yevgeny Lisov has indicated that the Moscow government will attempt to recover cash from the U.S. party.

In addition, party associate Alan Craft Thomson pleaded guilty in May to money laundering charges. He was indicted by a federal grand jury in New York in 1989 on charges that originated in Thomson's handling of funds sent from Moscow to a pro-Soviet group headed by actor John Randolph, who played Jack Nicholson's father in the film "Prizzi's Honor." Thomson was the group's executive director.

The FBI has indicated that Hall may face similar charges.

ENDORSED
FILED
San Francisco County Superior Court

JAN 18 1994

ALAN CARLSON, Clerk
BY: BARBARA HING
Deputy Clerk

For your info

1 Richard D. Silberman (SBN 033990)
465 California Street, Suite 1020
2 San Francisco, California 94104
Telephone: 415 398-7020

3 Malcolm E. McLorg (SBN 040956)
4 AnnaMary E. Gannon (SBN 092175)
HOFFMAN, FINNEY & KLINEDINST
5 351 California Street, Suite 800
San Francisco, California 94104
6 Telephone: 415 362-2200

7 Attorneys for Plaintiff
COMMUNIST PARTY OF THE UNITED
8 STATES OF AMERICA

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 FOR THE CITY AND COUNTY OF SAN FRANCISCO

13 COMMUNIST PARTY OF THE UNITED)
STATES OF AMERICA, an)
14 unincorporated association,)
15 Plaintiff,)

NO. 944264
[^mPROPOSED] ORDER RE:
CONTEMPT

16 vs.)
17 KENDRA ALEXANDER, 522 VALENCIA,)
INC., a California corporation,)
18 CARL BLOICE, ESTHER BROWN, LEE)
BROWN, MARY IDOSIDIS, WILLIAM)
19 SORRO, SALLY SWEET, LLOYD VANDEVER,)
and PACIFIC PUBLISHING FOUNDATION,)
20 INC., a California corporation, and)
DOES 1 through 100, inclusive,)
21 Defendants.)
22

24 The motion of plaintiff Communist Party of the United States
25 of America came on for hearing at 9:00 a.m. on January 12, 1994,
26 the Honorable Ollie Marie-Victoire presiding. Plaintiff was
27 represented by Richard D. Silberman and Malcolm E. McLorg.
28 Defendants 522 Valencia, Inc. and Pacific Publishing Foundation,

1 Inc. were represented by Laura Woodward and Allan Brotsky.
2 Defendant Mary Idosidis, although personally served with notice
3 of the motion and order to show cause, did not appear.

4 Having considered the memoranda submitted by the plaintiff
5 and defendants, and the oral argument of counsel, the court ruled
6 that the purpose of the accountings ordered in its interlocutory
7 judgment of September 15, 1993 was to determine the liability of
8 individual defendants to the plaintiff for all actions taken by
9 the corporate defendants from January 1, 1992 to the date of the
10 accountings. The court found that no accountings had been
11 rendered as required by the interlocutory judgment.

12 The court further found that the assets of the corporate
13 defendants, which the court had adjudged to be the property of
14 the plaintiff and had ordered to be transferred to entities
15 designated by the plaintiff, had not been so transferred.

16 Therefore, the court held defendants Esther Brown, William
17 Sorro, Sally Sweet, and Lloyd Vandever, as officers and directors
18 of 522 Valencia, Inc., in contempt for their failure to provide
19 the accounting of all actions taken, income received, and
20 expenses incurred by defendant 522 Valencia, Inc. from January 1,
21 1992 to the date of such accounting, as required by the
22 interlocutory judgment dated September 15, 1993.

23 The court also held defendants Esther Brown, William Sorro,
24 Sally Sweet, and Lloyd Vandever, as officers and directors of 522
25 Valencia, Inc., in contempt for their failure to assign,
26 transfer, convey, and deliver all of the assets of 522 Valencia,
27 Inc. to an entity designated by the plaintiff, as required by the
28 interlocutory judgment dated September 15, 1993.

1 The court further held defendants Sally Sweet, Carl Bloice,
2 and Mary Idosidis, as officers and directors of 522 Valencia,
3 Inc., in contempt for their failure to provide the accounting of
4 all actions taken, income received, and expenses incurred by
5 defendant Pacific Publishing Foundation, Inc. from January 1,
6 1992 to the date of such accounting, as required by the
7 interlocutory judgment dated September 15, 1993.

PPF

8 The court also held defendants Sally Sweet, Carl Bloice, and
9 Mary Idosidis, as officers and directors of 522 Valencia, Inc.,
10 in contempt for their failure to assign, transfer, convey, and
11 deliver all of the assets of Pacific Publishing Foundation, Inc.
12 to an entity designated by the plaintiff, as required by the
13 interlocutory judgment dated September 15, 1993.

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14 This matter was continued for a further hearing on February
15 2, 1994 at 9:30 a.m. in Department Two, at which time the court
16 will determine whether the defendants have purged themselves of
17 the contempts arising from their failure to render the
18 accountings required by the interlocutory judgment of September
19 15, 1993 and, if not, may impose penalties as provided by Code of
20 Civil Procedure section 1209 et seq.

21 ~~At such time the court will also hear any motion of~~
22 ~~defendants to stay execution of the portions of the interlocutory~~
23 ~~judgment of September 15, 1993 requiring the assignment,~~
24 ~~transfer, conveyance, and delivery of all of the assets of 522~~
25 ~~Valencia, Inc. and Pacific Publishing Foundation, Inc. to~~
26 ~~entities designated by the plaintiff. If defendants intend to~~
27 ~~file such a motion, they must do so with personal service on~~
28 ~~counsel for the plaintiff on or before January 18, 1994. Should~~

ns/1/19/94
M.C.G.

on February 2, 1994 at 9:30 am, the court will hear further
argument as to the appropriate amount of an undertaking
to be provided by the defendants. Plaintiff to have up to
5 days before the hearing to respond.

1 plaintiff fail to timely file and serve a motion to stay
2 execution of such portions of the interlocutory judgment,
3 defendants shall have until January 31, 1994 to assign, transfer,
4 convey, and deliver all of the assets of 522 Valencia, Inc. and
5 Pacific Publishing Foundation, Inc. to entities designated by the
6 plaintiff, as required by the interlocutory judgment of September
7 15, 1993.

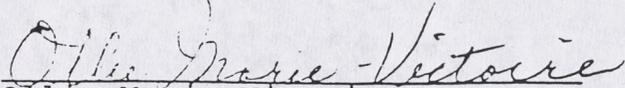
8 If, at the hearing on February ⁸/₂, 1994, the court determines
9 that defendants have neither timely filed and served a motion for
10 stay of execution nor turned over the assets of the corporate
11 defendants, the court may impose penalties as provided by Code of
12 Civil Procedure section 1209 et seq.

13 Upon 24 hours notice to defendants' counsel, plaintiff, its
14 agents and contractors shall have reasonable access during normal
15 business hours to the real property subject to the control of 522
16 Valencia, Inc. and Pacific Publishing Foundation, Inc.,
17 specifically including, but not limited to, the property located
18 at 522 Valencia Street, San Francisco, California, and 950 South
19 First Street, San Jose, California for the purpose of obtaining
20 appraisals of such real property.

21 The court will hear plaintiff's request for costs in
22 connection with the order to show cause re contempt at the
23 February 2^x, 1994 hearing.

24 IT IS SO ORDERED.

25 Dated: January 18, 1994

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28 Ollie Marie-Victoire
Judge of the Superior Court

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APPROVED AS TO FORM:

Dated: January ____, 1994

Laura Woodward
Counsel for Defendants

1 Laura Woodward
2 250 Montgomery Street, Suite 500
3 San Francisco, CA 94104
4 Telephone: 415 398-8575
5 State Bar No. 63503

6 Allan Brotsky, Esq.
7 Golden Gate University
8 536 Mission Street
9 San Francisco, CA 94105
10 Telephone: 415 442-6667
11 State Bar No. 19111

12 Attorneys for Defendant 522 Valencia,
13 Inc.

**ENDORSED
FILED**
San Francisco County Superior Court

JAN 12 1994

ALAN CARLSON, Clerk
BY: BARBARA HING
Deputy Clerk

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IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO

COMMUNIST PARTY OF THE UNITED)
STATES OF AMERICA, an)
unincorporated association,)

Plaintiff,)

v.)

KENDRA ALEXANDER, an individual,)
522 VALENCIA, INC., a California)
corporation, CARL BLOICE, ESTHER)
BROWN, LEE BROWN, MARY IDOSIDIS,)
WILLIAM SORRO, SALLY SWEET, LLOYD)
VANDEVER, and PACIFIC PUBLISHING)
FOUNDATION, INC., a California)
corporation, and DOES 1 through)
100, inclusive,)

Defendants.)
)

CASE NO. 944264

ORDER GRANTING
MOTION TO QUASH, VACATE
AND RECALL INVALID WRIT
OF POSSESSION

The motion of Defendant 522 Valencia, Inc., for an order recalling and quashing the writ of possession entered in the above-entitled action and vacating the levy on said defendant's property came on regularly for hearing by the court on January 12, 1994. Plaintiff appeared by counsel Richard D. Silberman and Malcolm E. McLorg; defendant 522 Valencia, Inc., appeared by

1 counsel Laura Woodward and Allan Brotsky. Plaintiff did not
2 oppose the motion.

3 On proof made to the satisfaction of the court that the
4 motion ought to be granted,

5 IT IS ORDERED that the motion be, and it hereby is granted
6 and that the writ of possession issued herein on October 5, 1993,
7 be and it hereby is, recalled, quashed and set aside and the levy
8 on 520-522 Valencia Street, San Francisco, California, vacated.

9 IT IS FURTHER ORDERED that defendant 522 Valencia, Inc., is
10 entitled to its costs ^{H/4-00 DW/wh} in this proceeding.

11
12 Dated: January 12, 1994

13 **OLLIE MARIE-VICTOIRE**
14 _____
15 OLLIE MARIE-VICTOIRE
16 Judge of the Superior Court
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Willis

Richard D. Silberman
465 California Street, Suite 1020
San Francisco, California 94104
(415) 398-7020

Attorney for Plaintiff
COMMUNIST PARTY OF THE UNITED
STATES OF AMERICA

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE CITY AND COUNTY OF SAN FRANCISCO

COMMUNIST PARTY OF THE UNITED STATES)
OF AMERICA, an unincorporated asso-)
ciation,)
Plaintiff,)

vs.

KENDRA ALEXANDER, 522 VALENCIA)
STREET, INC., a California corpora-)
tion, CARL BLOICE, ESTHER BROWN, LEE)
BROWN, MARY IDOSIDIS, WILLIAM SORRO,)
SALLY SWEET, LLOYD VANDEVER, and)
PACIFIC PUBLISHING FOUNDATION, INC.,)
a California corporation, and DOES 1)
through 100, inclusive,)
Defendants.)

NO. 944264

NOTICE OF TAKING
DEPOSITION OF
522 VALENCIA, INC.
ON ORAL EXAMINATION
AND FOR PRODUCTION
OF WRITINGS AND
OTHER TANGIBLE
THINGS

TO: 522 Valencia Street, Inc., Pacific Publishing Foundation,
Inc., Carl Bloice, Esther Brown, Lee Brown, Mary Idosidis,
William Sorro, Sally Sweet, Lloyd Vandever, and their
Attorneys:

PLEASE TAKE NOTICE that the Plaintiff, The Communist Party
of the United States of America, will take the deposition on oral
examination, of the Defendant, 522 Valencia, Inc. The deposition

1 will be taken on February 5, 1993, commencing at 10:00 a.m., at
2 the offices of Richard D. Silberman, 465 California Street, Suite
3 1020, San Francisco, California 94104.

4 NOTICE IS FURTHER GIVEN that the matters on which examina-
5 tion is requested are as follows:

6 1. Organization and operation of the corporate entity of
7 defendant 522 Valencia, Inc.;

8 2. Qualifications and sources of persons who serve and
9 who have served as officers and directors of defendant 522
10 Valencia, Inc.;

11 3. Sources of assets and substantial contributions to
12 defendant 522 Valencia, Inc.;

13 4. Current activities and operations of defendant 522
14 Valencia, Inc.; and

15 5. Connections between 522 Valencia, Inc. and the
16 plaintiff, Communist Party of the United States of America.

17 Pursuant to the provisions of Section 2025(d) of the Code
18 of Civil Procedure, defendant 522 Valencia, Inc. shall designate
19 and produce at the deposition one or more of its officers,
20 directors, managing agents, employees, or agents who are most
21 qualified to testify on its behalf as to the above-described
22 matters to the extent of any information known or reasonably
23 available to the deponent. It is hereby requested that defendant
24 522 Valencia, Inc. provide prompt notification in writing to the
25 undersigned as to the name, address, telephone number, capacity,
26

1 and job title of each person so designated to testify in the
2 matters on which this person will testify.

3 NOTICE IS FURTHER GIVEN that defendant 522 Valencia, Inc.
4 or the person designated by that corporation to testify on its
5 behalf, shall bring and produce at the deposition, at the time
6 and place set out above, the following writings and/or other
7 tangible things:

8 1. The Articles of Incorporation of 522 Valencia, Inc.,
9 and all amendments thereto;

10 2. The By-Laws of 522 Valencia, Inc., and all amendments
11 thereto;

12 3. Stock ledgers of 522 Valencia, Inc. and all other
13 documents reflecting the issuance of shares by that corporation;

14 4. Minutes of all meetings of the Board of Directors and
15 all committees of the Board of Directors of 522 Valencia, Inc.

16 5. Minutes of all meetings of shareholders or members of
17 522 Valencia, Inc.;

18 6. Records of 522 Valencia, Inc. reflecting the sources
19 of material assets of 522 Valencia, Inc., including the sources
20 of significant funds with which such assets were acquired;

21 7. Payroll records of 522 Valencia, Inc. for the calen-
22 dar years 1990, 1991, and 1992, including copies of payroll tax
23 returns;

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8. Year-end balance sheet and fiscal year income statements of 522 Valencia, Inc. for each year of that corporation's existence;

9. Income tax returns of 522 Valencia, Inc. for each year of that corporation's existence;

10. All records reflecting the amounts on deposit by defendant 522 Valencia, Inc., at banks, savings and loans or other depositories for the years 1990, 1991 and 1992;

11. All records reflecting payments to 522 Valencia, Inc. that were made by or at the request of plaintiff, Communist Party of the United States of America or any entity known by 522 Valencia, Inc. to be controlled by the Communist Party of the United States of America;

12. All documents in the possession of 522 Valencia, Inc. or its officers or directors that were owned by, made by or addressed to the Communist Party of the United States of America, including its Northern California office (hereinafter referred to as the "Party");

13. All documents in the possession of 522 Valencia, Inc. or its officers or directors that reflect or result from activities of the Party;

14. All documents in the possession of 522 Valencia, Inc. that reflect activities of any persons known to it or them to have been officers or staff members of the Party;

1 15. Documents that reflect donations, contributions, pay-
2 ments, distributions from trusts or wills to 522 Valencia, Inc.,
3 including, but not limited to, proceeds from trusts, wills, joint
4 accounts, whether or not such monies were provided directly to
5 522 Valencia, Inc., or whether they were provided by any person
6 known to be an officer or member of the Party;

7 16. Documents that reflect donations, contributions, pay-
8 ments, distributions from trusts or wills to Pacific Publishing
9 Foundation, Inc., including, but not limited to, proceeds from
10 trusts, wills, joint accounts, whether or not such monies were
11 provided directly to Pacific Publishing Foundation, Inc., or
12 whether they were provided by any person known to be an officer
13 or member of the Party;

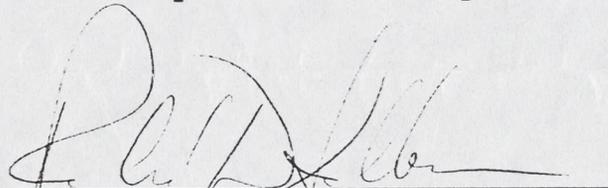
14 17. Documents reflecting donations or contributions to
15 522 Valencia, Inc. from any of the following persons during their
16 life or after their death through gifts, income from accounts or
17 trust funds, or bequests made to the Party or to any of the
18 Marxist Study Series, Pacific Publishing Foundation, Inc., The
19 Book Center, the Wright Foundation, the Capp Street Foundation,
20 Bread and Roses, Preston Stallinger, Joe Figueredo, Martha
21 Brenner, John Matta or Maata, Julia Rhoda, Sheba Ragsdale, Lorea
22 Ballard Loughboro, Ellen Schwartz, Jim Lindsay.

23 18. Documents reflecting the records of acquisition,
24 purchase, sale or ownership, mortgage payments, tax payments,
25 maintenance, leasing or improvement of the real property located
26 at 520 and 522 Valencia Street, San Francisco, California, and

1 950 South First Street, San Jose, California, and 538 and 540
2 Eddy Street, San Francisco, California.

3 The deposition will be taken before a deposition officer
4 who is authorized to administer an oath. If the deposition is
5 not completed on the date set out above, the taking of the
6 deposition will be continued from day to day thereafter, except
7 for Sundays and holidays, at the same place until completed.

8 Dated: January 26, 1993



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10 Richard D. Silberman
11 Attorney for the Plaintiff
12 Communist Party of the United
13 States of America
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PROOF OF SERVICE

I declare that I am employed in the City and County of San Francisco, California, that my business address is 465 California Street, Suite 1020, San Francisco, California 94104, that I am over the age of eighteen (18) years, and that I am not a party to the within cause.

NOTICE OF TAKING DEPOSITION OF 522 VALENCIA, INC.

I further declare that I personally served the foregoing document upon the attorneys listed below by leaving a copy thereof in an envelope clearly labeled to identify the attorney being served with a receptionist at each attorney's office:

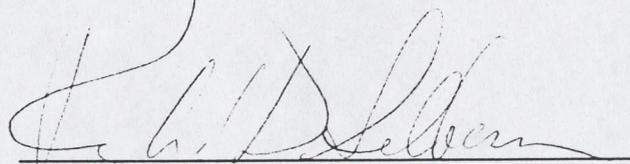
Laura J. Woodward
250 Montgomery Street, Suite 500
San Francisco, California 94104

Attorney for 522 Valencia, Inc., Pacific Publishing Foundation, Inc., Esther Brown, Lee Brown, Mary Idosidis, William Sorro, Sally Sweet, and Lloyd Vandever

Francis J. McTernan
90 New Montgomery Street
San Francisco, California 94105

Attorney for Kendra Alexander

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on January 26, 1993, at San Francisco, California.


RICHARD D. SILBERMAN

Dear Board members:

The attached was served on our attorney last Friday, 1/22. You will note that the date of the deposition is February 5; however, Laura will be in court that date and is asking for a continuance to a later date - probably some time in mid- or late-February. Will let you know new date.

Meanwhile, I believe Willis has told you that this was served, and you all agreed that the person who will appear to answer the questions will be Hon, Lloyd or myself. (Since neither Willis nor Lee have been served, they should not be the one to do this; neither should Lee, who is new to the Board; and Bill works and is usually unavailable. If, however, he wishes to do this, he is certainly welcome to volunteer. Meanwhile, Hon, Lloyd and Sally have each agreed to appear, and among us and Laura one of those three will go. I understand that none of you has a particular preference.

For you who do not know what a deposition is, it is a meeting of the plaintiff's lawyer, the defendants' lawyer, and the person being deposed (in this case, 522 Valencia, Inc. by one of us as its representative) where a reporter is present and takes down all questions and all answers (later to be typed and copies given to both attorneys).

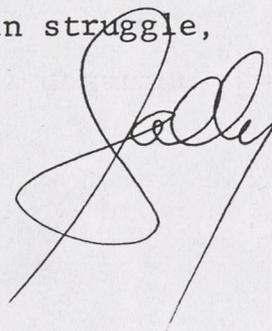
Our attorney will object to any question she feels we should not or cannot answer; in turn, whoever is being deposed will not volunteer anything, but answer simply those questions Laura believes we must answer. The person who will appear for 522 will be briefed by Laura prior to the deposition.

If you have any questions about this, you can call me or Laura.

Meanwhile, Silberman has also served a like document on Pacific Publishing Foundation, Inc., with a date of February 9.

As to the documents referred to in this document, many of them we are not required to give, some are not in existence that we know of, and some will be given - at Laura's discretion and according to what is legally required. Some of it is irrelevant, as well. And all of it is a "fishing exhibition."

In struggle,

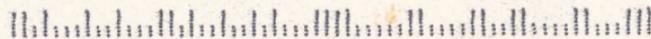
A handwritten signature in cursive script, appearing to read "Sally", with a long, sweeping underline that extends to the right.

Sweet
24622 Traynor Court
Hayward, CA 94544



Lee Brown
P. O. Box 421031
San Francisco, CA 94142

94142-1031



November 18

Dear fellow Board members:

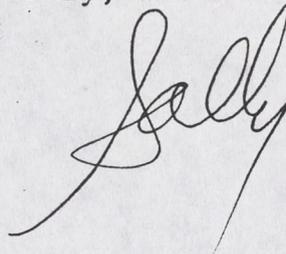
I am enclosing a copy of the title company's final statement with regard to the sale of the San Jose property, for your information. The deed was recorded Monday, the 15th.

Also enclosed is a photostat of the bottom attachments to the two checks (totalling \$222,683.82) received for the net proceeds of the sale. The \$40,000 I deposited to our checking account to pay back the two loans we got from PPF (to pay legal fees), current legal fees, and upcoming real property taxes, income taxes, accountant's fees and other running expenses. The other enclosure is the cover of the passbook for the savings account for the balance of \$182,683.82. This account was set up because it can be drawn against (or added to), and because we had to deposit it somewhere. However, after the first of the year we will discuss how to invest or utilize these funds for the best advantage to the corporation.

Please, after you have reviewed these enclosures and this letter, destroy them. And it is requested that no information regarding this sale or this income be discussed with anyone outside of our Board.

To you, Willis, our love and best wishes for a rapid and complete recovery from your operation.

Warmly,

A handwritten signature in cursive script, appearing to read "Sally". The signature is written in dark ink and is positioned below the word "Warmly,".

A. Settlement Statement

U.S. Department of Housing and Urban Development



OLD REPUBLIC TITLE COMPANY



OMB No. 2502-0265

B. TYPE OF LOAN

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input checked="" type="checkbox"/> Conv. Unins.	6. File Number 380151-HJJ	7. Loan Number PLP 5697593004 SF	8. Mortgage Insurance Case Number
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.				

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name and Address of Borrower HIEP P. NGO, MYLINH T. NGUYEN 950 SOUTH FIRST STREET SAN JOSE, CA 95110	E. Name and Address of Seller 522 VALENCIA, INCORPORATED 522 VALENCIA STREET SAN FRANCISCO, CA 94110	F. Name and Address of Lender THE MONEY STORE INVESTMENT CORPORATION 2107 N. FIRST STREET, SUITE 570 SAN JOSE, CA 95131
---	--	---

G. Property Location 950 SOUTH FIRST STREET SAN JOSE, CA 95110	H. Settlement Agent Old Republic Title Company	I. Settlement Date 11/15/93
	Place of Settlement 1900 The Alameda, Suite 600 San Jose, CA 95126	

J. SUMMARY OF BORROWER'S TRANSACTION

K. SUMMARY OF SELLER'S TRANSACTION

100. GROSS AMOUNT DUE FROM BORROWER		400. GROSS AMOUNT DUE TO SELLER	
101. Contract sales price	240,000.00	401. Contract sales price	240,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	4,245.61	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes to		406. City/town taxes to	
107. County taxes 11/15/93 to 01/01/94	488.43	407. County taxes 11/15/93 to 01/01/94	488.43
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
113.		413.	
114.		414.	
120. GROSS AMOUNT DUE FROM BORROWER	244,734.04	420. GROSS AMOUNT DUE TO SELLER	240,488.43
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER		500. REDUCTIONS IN AMOUNT DUE TO SELLER	
201. Deposit or earnest money (see attached)	64,787.13	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)	180,000.00	502. Settlement charges to seller (line 1400)	15,763.32
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506. JCP REPORT NO. 930421083G	45.00
207.		507. JCP ENVIRONMENTAL # 930421083E	85.00
208.		508. R.E. Tax Payment	1,911.29
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes to		510. City/town taxes to	
211. County taxes to		511. County taxes to	
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER	244,787.13	520. TOTAL REDUCTION AMOUNT DUE SELLER	17,804.61
300. CASH AT SETTLEMENT FROM/TO BORROWER		600. CASH AT SETTLEMENT TO/FROM SELLER	
301. Gross amount due from borrower (line 120)	244,734.04	601. Gross amount due to seller (line 420)	240,488.43
302. Less amounts paid by/for borrower (line 220)	(244,787.13)	602. Less reductions in amount due seller (line 520)	(17,804.61)
303. CASH <input type="checkbox"/> FROM <input checked="" type="checkbox"/> TO BORROWER	53.09	603. CASH <input checked="" type="checkbox"/> TO <input type="checkbox"/> FROM SELLER	222,683.82

HUD-1 (3-86)
RESPA, HB 4305.2

101
SALLY SWEET, and members of the Board of 522 Valencia, Inc.

Enclosed is the draft I received today, sent to me Thursday night.

I suggest that if the CoC wishes to take a position, it would be appropriate to take the position that it is appalled that the CPUSA would attempt to take over long standing--in one case more than fifty years--leftist entities which were set up and have been consistently managed by individuals dedicated to West Coast leftist activities. At no time did the CP claim to own or control such corporations until the CP filed a lawsuit in June 1992. That lawsuit was equivocal and seemed to claim that the members of the Boards of Directors of the two corporations who had been members of the communist party were required to turn over assets of any organization on whose board they served because anything owned or controlled by a member of the communist party is an asset of the communist party. The CoC deplors this attitude and supports the efforts of the individuals on these boards who have selflessly served all these years to promote leftist activities and who are now being pilloried by the CP. The CP keeps alleging that this is a struggle between the CP and the CoC over property. The CoC wishes to make it clear that it has never attempted to dictate to the directors of these corporations how they should behave or how they should operate the corporations, nor does it believe that these assets belong to the CoC. These assets belong to the public for the purposes set forth in the Articles of each corporation. These assets were contributed by various individuals for these purposes. The CP did not contribute any assets to either corporation. The CP did not set up either corporation nor did it select the directors of either corporation, nor did it ever tell any of these directors how to vote on any action taken by either corporation. PPF was set up to [quote from Articles] 522 Valencia Inc., was set up to [quote from Articles]. That is what the Articles of Incorporation of each corporation state is its purpose. Each corporation has sustained its purpose, through the unpaid efforts of a number of volunteer directors since 1941 in the case of PPF and since 1974 in the case of 522 Valencia, Inc. Now the CP is not only trying to grab these assets, but is continuing a policy of intimidation and harassment against the individuals on the Boards. This harassment includes accusing them of being FBI or CIA or ultra-right driven, by having unnecessary subpoenas served on them at their homes and most recently by attempting to require these working class people to pay the costs of the litigation. These individuals, refusing to be intimidated and undeterred by the sacrifices in terms of time and money required of them, continue to fight to preserve these assets for the benefit of the public and particularly for those who contributed to these corporations to further their purposes. We salute their struggle and deplore the waste of time and money spent in this litigation, which would be better spent, as it was intended to be spent, helping the struggles

of the left movements. How the CP can so squander the money entrusted to it by its members for such a purpose is beyond us.

I strongly suggest that any statement to be made by the members of the Boards, or by the Boards in tandem, be very carefully vetted, since the appeal is pending and there are still motions going on before Judge Ollie Marie-Victoire. I don't really see why the Boards would be taking a position at this time. It is easier for the CoC to blow the horn. The above is off the top of my head, after reading the enclosure, on Sunday night. Perhaps a brainstorming session is in order????

SENT BY:

11- 5-93 ; 6:53PM ;

THE COPY CENTER-

4153926101:# 2/ 3

PACIFIC PUBLISHING FOUNDATION INC. AND 522 VALENCIA INC.
ON THE LEGAL ACTIONS AGAINST THEM BY THE CPUSA

This statement by all members of the Boards of Directors of Pacific Publishing Foundation Inc. and 522 Valencia Inc. is an effort to communicate the facts surrounding our response to the legal action taken against us by the CPUSA.

First, it is important to know the history of these two corporations. Pacific Publishing Foundation Inc. was founded in November 1941 as a California public benefit corporation with provisions to publish newspapers, articles, and engage in other educational activities. 522 Valencia Inc. was founded as a California Corporation in 1974 and as a public benefit corporation in 1992 to engage in educational activities.

In February 1992, the members of the Communist Party of Northern California voted in a majority of 80% to separate from the CPUSA. In June 1992 the CP New York leadership went to court claiming the property and assets of these two corporations belonged to them. The property consists of a building and some assets given to Pacific Publishing and the People's World, its publication. The judge who heard the case ruled in favor of the CPUSA. We, the Boards of Directors, are appealing that decision.

We wish to note that Gus Hall, in his People's Weekly World article, September 11, 1993, stated that the CP had triumphed over "anti-Communism." He said that members of the Boards were guilty of theft and that we served "the FBI, the CIA and the ultra-right." We will not engage in such despicable, slanderous name-calling. Suffice it to say that our Board members have spent a lifetime of work for the cause of socialism and on behalf of working people and people of color here on the West Coast.

What are the facts of this case?

1. The two Boards of Directors consist of people who have managed their respective organizations over the past 20-50 years with enormous, selfless hard work in an effort to enrich the left and people's movements. These Board of Directors are exactly the same persons today as they were in the years before the CP went to court.

The Boards have undertaken nothing that is secret or undemocratic. What is new is the legal action filed by the New York CP leadership which has attempted to subvert the democratic process of February 1992 into a struggle over money.

2. At no time before the New York CP went to the courts in June 1992 did the CP make any effort to discuss or negotiate a solution to this "dispute."

3. Being legal California corporations that are "not for profit" but for "public benefit", these corporations were never the property of the

missing text! ?

SENT BY:

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4153926101:# 3/ 3

up our two corporations, ordered us to take specific actions, or gave money to them.

4. During the McCarthy period the CP always denied that it set up "fronts" to carry out the CP's line. As a matter of record, this charge has always been made against the CP by right-wing committees and politicians. Yet, the CP lawyers argued that the Boards of Directors were the "alter ego," the "fronts" of the Communist Party! In fact, the law stipulates that corporations cannot be set up as non-profits from which certain benefits are reaped and then claimed to be something else later.

One of the truly bizarre developments occurred when the CP's lawyers demanded of Kendra Alexander that she identify 100 individuals as members of the CP. Kendra refused, of course. Instead she called a press conference, backed by many friends of democracy and against McCarthyite tactics, to denounce the CP's ploy.

5. Why are the Boards appealing the lower court ruling in favor of the New York leaders of the CP? And why is it important that we make this effort?

As tens of thousands of California and West Coast people know, the money to support the People's World and the 522 Valencia building was raised by local people as public benefits for the left-progressive forces on the West Coast. Many individuals gave their life savings to specifically further these projects of the two corporations. If and when they chose to, they gave separately to the Communist Party. These public benefit corporations helped build and nurture the People's World, the Marxist Study Series, and other such activities over the past 50 years. Why is it that now the New York CP leadership makes a grab for property out of what we built here?

The Boards have never desired a legal fight with the New York CP leadership. This process has been a tremendous waste of precious money, time and effort so needed by the left movement in our country. Through our attorneys and the Court-appointed mediator we offered to negotiate a settlement. But the New York CP leadership refused to meet with our Boards, although we were the entities they were suing!

While this has been an arduous and ugly process, each of us continues in our daily struggles to fight for social justice and a better world. At the same time, our Boards remain united in our efforts to carry out the appeal of the lower court's decision, and to protect the assets for the benefit of left-progressive people here.

We are doing a wide mailing and publishing of this statement because we have not previously given our views. If you have questions or comments to give us, please send them to 522 Valencia St, San Francisco CA 94110. If you have objections to the CPLISA's actions, write to them at

February 1, 1993

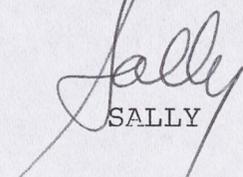
Dear Lee and Joe:

Enclosed (in separate envelopes to each of you) are the latest documents filed in the litigation by our attorney, Laura, for your records.

In addition to the enclosed, she filed Request for Production and Interrogatories on behalf of Hon, Lloyd and Bill (who have been served in this action) and she will be filing them on behalf of me, too. So far neither Willis nor you, Lee, have been served and may not be. You, Joe, were not a member of the Board when all this happened, so you will not be named or served.

Will keep you in touch.

In struggle,


SALLY

Encls.

1 Laura Woodward
2 250 Montgomery Street, Suite 500
3 San Francisco, CA 94104
4 Telephone: 415 398-8575

5 Attorney for Defendants 522 Valencia,
6 Inc., Pacific Publishing Foundation, Inc.,
7 Esther Brown, William Sorro, Lloyd Vandever
8 Mary Idosidis and Sally Sweet

9 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 CITY AND COUNTY OF SAN FRANCISCO

11 COMMUNIST PARTY OF THE UNITED)
12 STATES OF AMERICA, an)
13 unincorporated association,)

14 Plaintiff,)

15 v.)

16 KENDRA ALEXANDER, an individual,)
17 522 VALENCIA, INC., a California)
18 corporation, CARL BLOICE, ESTHER)
19 BROWN, LEE BROWN, MARY IDOSIDIS,)
20 WILLIAM SORRO, SALLY SWEET, LLOYD)
VANDEVER, and PACIFIC PUBLISHING)
FOUNDATION, INC., a California)
corporation, and DOES 1 through)
100, inclusive,)
Defendants.)

CASE NO. 944264

FIRST REQUEST BY
DEFENDANT 522 VALENCIA,
INC., FOR PRODUCTION OF
DOCUMENTS

Propounding Party:
Defendant 522 Valencia,
Inc.

Responding Party:
Plaintiff Communist
Party of the United
States of America

SET NO. ONE

21 Defendant 522 Valencia, Inc., hereby demands, pursuant to
22 California Code of Civil Procedure Section 2031, that Plaintiff
23 Communist Party of the United States of America produce for
24 inspection and copying the documents and/or other things
25 described below at the offices of Laura Woodward, 250 Montgomery
26 Street, Suite 500, San Francisco, California, on February 16,
27 1993, at 10:00 a.m.

28 Defendant 522 Valencia, Inc., further demands that, pursuant

1 Laura Woodward
2 250 Montgomery Street, Suite 500
3 San Francisco, CA 94104
4 Telephone: 415 398-8575

5 Attorney for Defendants 522 Valencia,
6 Inc., Pacific Publishing Foundation, Inc.,
7 Esther Brown, William Sorro, Lloyd Vandever
8 Mary Idosidis and Sally Sweet

9 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 CITY AND COUNTY OF SAN FRANCISCO

11 COMMUNIST PARTY OF THE UNITED)
12 STATES OF AMERICA, an)
13 unincorporated association,)

14 Plaintiff,)

15 v.)

16 KENDRA ALEXANDER, an individual,)
17 522 VALENCIA, INC., a California)
18 corporation, CARL BLOICE, ESTHER)
19 BROWN, LEE BROWN, MARY IDOSIDIS,)
20 WILLIAM SORRO, SALLY SWEET, LLOYD)
21 VANDEVER, and PACIFIC PUBLISHING)
22 FOUNDATION, INC., a California)
23 corporation, and DOES 1 through)
24 100, inclusive,)
25 Defendants.)

CASE NO. 944264

FIRST REQUEST BY
DEFENDANT 522 VALENCIA,
INC., FOR PRODUCTION OF
DOCUMENTS

Propounding Party:
Defendant 522 Valencia,
Inc.

Responding Party:
Plaintiff Communist
Party of the United
States of America

SET NO. ONE

26 Defendant 522 Valencia, Inc., hereby demands, pursuant to
27 California Code of Civil Procedure Section 2031, that Plaintiff
28 Communist Party of the United States of America produce for
inspection and copying the documents and/or other things
described below at the offices of Laura Woodward, 250 Montgomery
Street, Suite 500, San Francisco, California, on February 16,
1993, at 10:00 a.m.

Defendant 522 Valencia, Inc., further demands that, pursuant

1 to California Code of Civil Procedure Section 2031(h), plaintiff
2 Communist Party of the United States of America serve a verified
3 original response.

4 DEFINITIONS

5 1. "DOCUMENT" means a writing, as defined in Evidence Code
6 Section 250, including but not limited to the original or a copy of
7 handwriting, typewriting, printing, photostating, photographing and
8 every other means of recording upon any tangible thing and form of
9 communicating or representation, including letters, words,
10 pictures, sounds or symbols or combination of them.

11 2. "PERSON" includes a natural person, firm, association,
12 organization, partnership, business, trust, corporation or public
13 entity.

14 3. "COMPLAINT" means the complaint filed by Plaintiff
15 Communist Party of the United States of America in the Superior
16 Court of San Francisco on July 9, 1992, Case No. 944264.

17 DOCUMENTS REQUESTED

18 1. Each and every DOCUMENT which refers or relates in any way
19 to 522 Valencia, Inc.

20 2. Each and every DOCUMENT supporting the allegations
21 contained in Paragraph 1 of plaintiff's COMPLAINT.

22 3. Each and every DOCUMENT supporting the allegations
23 contained in Paragraph 9 of plaintiff's COMPLAINT.

24 4. Each and every DOCUMENT supporting the allegations
25 relating to Defendant 522 Valencia, Inc., contained in Paragraph 10
26 of plaintiff's COMPLAINT.

27 5. Each and every DOCUMENT supporting the allegations
28 contained in Paragraph 11 of plaintiff's COMPLAINT.

1 6. Each and every DOCUMENT supporting the allegations
2 relating to Defendant 522 Valencia, Inc., contained in Paragraph 12
3 of plaintiff's COMPLAINT.

4 7. Each and every DOCUMENT supporting the allegations
5 contained in Paragraph 13 of plaintiff's COMPLAINT.

6 8. Each and every DOCUMENT supporting the allegations
7 relating to Defendant 522 Valencia, Inc., contained in Paragraph 15
8 of plaintiff's COMPLAINT.

9 9. Each and every DOCUMENT supporting the allegations
10 relating to Defendant 522 Valencia, Inc., contained in Paragraph 16
11 of plaintiff's COMPLAINT.

12 10. Each and every DOCUMENT supporting the allegations
13 relating to Defendant 522 Valencia, Inc., contained in Paragraph 17
14 of plaintiff's COMPLAINT.

15 11. Each and every DOCUMENT supporting the allegations
16 relating to Defendant 522 Valencia, Inc., contained in Paragraph 18
17 of plaintiff's COMPLAINT.

18 12. Each and every DOCUMENT supporting the allegations
19 relating to Defendant 522 Valencia, Inc., contained in Paragraph 19
20 of plaintiff's COMPLAINT.

21 13. Each and every DOCUMENT supporting the allegations
22 relating to Defendant 522 Valencia, Inc., contained in Paragraph 21
23 of plaintiff's COMPLAINT.

24 14. Each and every DOCUMENT supporting the allegations
25 relating to Defendant 522 Valencia, Inc., contained in Paragraph 22
26 of plaintiff's COMPLAINT.

27 15. Each and every DOCUMENT supporting the allegations
28 relating to Defendant 522 Valencia, Inc., contained in Paragraph 23

1 of plaintiff's COMPLAINT.

2 16. Each and every DOCUMENT supporting the allegations
3 relating to Defendant 522 Valencia, Inc., contained in Paragraph 28
4 of plaintiff's COMPLAINT.

5 17. Each and every DOCUMENT supporting the allegations
6 relating to Defendant 522 Valencia, Inc., contained in Paragraph 31
7 of plaintiff's COMPLAINT.

8

9 18. Each and every DOCUMENT supporting the allegations
10 relating to Defendant 522 Valencia, Inc., contained in Paragraph 32
11 of plaintiff's COMPLAINT.

12 19. Each and every DOCUMENT supporting the allegations
13 relating to Defendant 522 Valencia, Inc., contained in Paragraph 33
14 of plaintiff's COMPLAINT.

15 20. Each and every DOCUMENT supporting the allegations
16 relating to Defendant 522 Valencia, Inc., contained in Paragraph 40
17 of plaintiff's COMPLAINT.

18 21. Each and every DOCUMENT supporting the allegations
19 relating to Defendant 522 Valencia, Inc., contained in Paragraph 41
20 of plaintiff's COMPLAINT.

21 22. Each and every DOCUMENT supporting the allegations
22 relating to Defendant 522 Valencia, Inc., contained in Paragraph 42
23 of plaintiff's COMPLAINT.

24 23. Each and every DOCUMENT supporting the allegations
25 relating to Defendant 522 Valencia, Inc., contained in Paragraph 44
26 of plaintiff's COMPLAINT.

27 24. Each and every DOCUMENT supporting the allegations
28 relating to Defendant 522 Valencia, Inc., contained in Paragraph 48

1 of plaintiff's COMPLAINT.

2 25. Each and every DOCUMENT supporting the allegations
3 relating to Defendant 522 Valencia, Inc., contained in Paragraph 52
4 of plaintiff's COMPLAINT.

5 26. Each and every DOCUMENT supporting the allegations
6 relating to Defendant 522 Valencia, Inc., contained in Paragraph 53
7 of plaintiff's COMPLAINT.

8 Dated: January 13, 1993

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Laura Woodward

Attorney for Defendant
522 Valencia, Inc.

JUL - 9 1992

Richard D. Silberman
465 California Street, Suite 1020
San Francisco, California 94104
(415) 398-7020

MICHAEL K. TAMON, Clerk
BY: PETE LOBO
Deputy Clerk

Attorney for Plaintiff
COMMUNIST PARTY OF THE UNITED
STATES OF AMERICA

PLAN I

STATUS CONFERENCE DATE: JAN 22 1993 10:00

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE CITY AND COUNTY OF SAN FRANCISCO

COMMUNIST PARTY OF THE UNITED STATES)
OF AMERICA, an unincorporated)
association,)
Plaintiff,)
vs.)
KENDRA ALEXANDER, an individual,)
522 VALENCIA STREET, INC., a)
California corporation, PACIFIC)
PUBLISHING FOUNDATION, INC., a)
California corporation, and DOES 1)
through 100, inclusive,)
Defendants.)

NO **944264**

COMPLAINT
FOR BREACH OF CONTRACT;
BREACH OF FIDUCIARY
RELATIONSHIP;
CONSPIRACY TO BREACH
CONTRACT;
INTERFERENCE WITH
CONTRACTUAL
RELATIONSHIP; AND
DECLARATORY RELIEF

Plaintiff alleges as follows:

PARTIES

1. The Communist Party of the United States of America
(the "Party") is an unincorporated association maintaining its
principal office in New York, New York.

1 2. 522 Valencia, Inc. ("522 Valencia") is a California
2 corporation that maintains its principal place of business at 522
3 Valencia Street in the City and County of San Francisco,
4 California.

5 3. Pacific Publishing Foundation, Inc. ("Pacific
6 Publishing") is a California corporation that maintains its
7 principal place of business at 522 Valencia Street in the City
8 and County of San Francisco, California.

9 4. Kendra Alexander is an individual who was a member of
10 the Party at all times prior to February, 1992, that are material
11 to this action.

12 5. Defendants Doe 1 through Doe 100, inclusive, are sued
13 herein under fictitious names, their true names and capacities
14 being unknown to plaintiff. Plaintiff will amend this complaint
15 to allege their true names and capacities when they are
16 ascertained. Plaintiff is informed and believes, and based upon
17 such information and belief hereby alleges that each of the
18 fictitiously named defendants were participants and share
19 responsibility for the wrongful conduct alleged herein and that
20 the plaintiff's damages herein alleged have been proximately
21 caused by such defendants.

22 6. Defendants Does 1 through 50, inclusive, are
23 individuals who were members of the Party at all times prior to
24 February, 1992, that are material to this action.
25
26

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7. Defendants Does 51 through 90, inclusive, are individuals who have not been members of the Party but, at all times prior to February, 1992, that are material to this action had so conducted themselves with respect to the Party and its activities as to indicate to the Party that they could be entrusted with responsibility for the Party's property and could be relied upon by the Party to comply with the Party's decisions.

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✓8. Defendants Does 91 through 100, inclusive, are voluntary associations, partnerships, or other entities.

✓9. Plaintiff is informed and believes, and based upon such information and belief hereby alleges that each defendant has at all times relevant to this action been the partner, agent, employee or independent contractor of each of the other defendants and, in conducting himself or herself in the manner described in this complaint, each such defendant was acting within the scope and purpose of such partnership, agency, employment and/or independent contract, and with the consent and permission of each of the other defendants.

✓10. Plaintiff is informed and believes, and based upon such information and belief hereby alleges that: Defendants 522 Valencia and Pacific Publishing were, at all times relevant to this action until February, 1992, controlled, dominated and operated by the Party as its alter ego, in that the activities of those corporations were carried on under the direction of the Party, almost always without the holding of directors',

1 shareholders' or members' meetings; that hardly any records or
2 minutes of any such corporate proceedings were maintained; that
3 no shares of stock have been issued by 522 Valencia; and that
4 522 Valencia and Pacific Publishing were mere shells,
5 instrumentalities and conduits through which the Party carried on
6 its operations, exercising complete dominance and control over
7 such corporations to such an extent that any individuality or
8 separateness of either 522 Valencia or Pacific Publishing and the
9 Party does not, and at all times until February, 1992, did not
10 exist.

11 **FACTS APPLICABLE TO ALL CAUSES OF ACTION**

12 11. The Party's activities are conducted under, and all
13 of the Party's members, including but not limited to Kendra
14 Alexander and the defendants described in paragraph 6, have
15 agreed to comply with, the provisions of the Constitution of the
16 Communist Party of the United States of America, the text of
17 which is set forth in Exhibit A, attached hereto and incorporated
18 herein by this reference (the "Constitution").

19 ✓ 12. To facilitate ownership of property and the conduct
20 of certain of its operations within the framework of the
21 Constitution or predecessor forms thereof that were currently in
22 force, the Party caused 522 Valencia and Pacific Publishing to be
23 organized, operated and endowed.

*the mem
except for
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to be added
mem of sup
Party
Army*

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✓13. 522 Valencia was formed and endowed by the Party for the purpose, among other purposes, of owning and operating the following real property located within the City and County of San Francisco:

Beginning at a point on the westerly line of Valencia Street, distant thereon 92 feet southerly from the southerly line of 16th Street; running thence southerly along the westerly line of Valencia Street 30 feet; thence at a right angle westerly 88 feet; thence at a right angle northerly 30 feet; and thence at a right angle easterly 88 feet to the westerly line of Valencia Street and the point of beginning; being a portion of Mission Block No. 39; Assessor's Block 3568, Lot 2, in San Francisco, California.

✓14. Pacific Publishing was formed and endowed by the Party for the purpose of promoting the Party's educational function, including the publication of Party newspapers and dissemination of the Party's views in other ways.

✓15. At all times prior to February, 1992, that are material to this action, all of the directors and officers of 522 Valencia and Pacific Publishing were either members of the Party or persons who, by words or deeds, had indicated to the Party that they could be entrusted with responsibility for the Party's property and could be relied upon to comply with the Party's decisions.

✓16. Plaintiff is informed and believes, and based upon such information and belief alleges that most of the assets that are owned in the names of 522 Valencia and Pacific Publishing were contributed to those corporations by persons who believed and intended that their gifts or bequests to those entities would

1 result in the contributed property being used for the purposes of
2 and subject to the control of the Party.

3 17. Plaintiff is informed and believes, and based upon
4 such information and belief alleges, that at each of the times
5 prior to February, 1992, at which each of the defendants named in
6 paragraphs 6 and 7 was elected to his or her position as a
7 director or officer of 522 Valencia or Pacific Publishing, each
8 of those individuals was aware of the facts alleged in paragraphs
9 14, 15 and 16 above.

10 ✓ 18. But for the fact that each of the defendants
11 identified in paragraph 6 were members of the Party and the
12 defendants identified in paragraph 7 had indicated to the Party
13 that they could be entrusted with responsibility for the Party's
14 property and could be relied upon to comply with the Party's
15 decisions, the Party would not have caused those persons to be
16 elected directors of 522 Valencia and Pacific Publishing,
17 positions of trust and confidence.

18 ✓ 19. But for the fact that each of the defendants
19 identified in paragraph 6 were members of the Party and the
20 defendants identified in paragraph 7 had indicated to the Party
21 that they could be entrusted with responsibility for the Party's
22 property and could be relied upon to comply with the Party's
23 decisions, none of those persons would have been elected to the
24 board of directors of 522 Valencia and Pacific Publishing.
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20. Under the terms of the Constitution, all of the defendants identified in paragraph 6 who were members of the Party agreed to conduct their affairs with respect to the Party and its property as required by the Constitution. Such agreement included, among other matters, their express promise to be bound by a common discipline.

21. Plaintiff is informed and believes, and based upon such information and belief hereby alleges that those of Does 51 through 90 who accepted positions as directors or officers of 522 Valencia and/or Pacific Publishing understood at the times they accepted such positions that they were to be entrusted with responsibility for the Party's property and were to hold such positions subject to the Constitution.

22. In February, 1992, the defendants identified in paragraph 6 resigned their memberships in the Party but did not surrender their positions as directors and officers of 522 Valencia or Pacific Publishing. Contrary to requests made by the Party, the defendants identified in paragraph 6 continue to assert control over the Party's assets that are held in the names of 522 Valencia and Pacific Publishing.

23. In February, 1992, the defendants identified in paragraph 7 refused to surrender their positions as directors and officers of 522 Valencia or Pacific Publishing. Contrary to requests made by the Party, the defendants identified in paragraph 7 continue to assert control over the Party's assets

1 that are held in the names of 522 Valencia and Pacific
2 Publishing.

3 ✓24. In assuming and accepting responsibilities for the
4 conduct of certain activities of the Party, defendant Kendra
5 Alexander at all material times prior to February, 1992, was
6 entrusted with possession and control over personal property that
7 was and is owned by the Party. Such personal property includes,
8 but is not limited to, books of account, records, access to bank
9 accounts, and other tangible personal property.

10 ✓25. But for the fact that defendant Kendra Alexander was
11 a member of the Party and continued to demonstrate, at all
12 material times prior to February, 1992, that she would accept the
13 Party's discipline, the Party would not have entrusted defendant
14 Kendra Alexander with possession and control over the assets
15 described in paragraph 24.

16 ✓26. In or about February, 1992, defendant Kendra
17 Alexander resigned from the Party.

18 ✓27. From and after February, 1992, defendant Kendra
19 Alexander breached her agreement with the Party by refusing the
20 Party's requests that she deliver to the Party the assets
21 described in paragraph 24.

22 ✓28. The Party has been damaged as a consequence of the
23 refusal of all of the defendants to relinquish their control over
24 the assets of the Party that are held in 522 Valencia and Pacific
25 Publishing, and further damaged as a consequence of the refusal
26

1 of defendant Kendra Alexander to relinquish her control over the
2 assets of the Party that are described in paragraph 24.

3 **FIRST CAUSE OF ACTION**

4 **BREACH OF CONTRACT**

5 ✓29. Plaintiff hereby incorporates and realleges each and
6 every allegation contained in paragraphs 1 through 28, inclusive,
7 as though fully set forth at length herein.

8 ✓30. Under the provisions of the Constitution, those of
9 the defendants who were members of the Party were parties to a
10 contractual relationship with the Party.

11 ✓31. In reliance upon the agreement of the defendants who
12 are named in paragraph 6, the Party entrusted such defendants
13 with the management and control of its assets which were held in
14 the names of 522 Valencia and Pacific Publishing by causing their
15 election as officers and directors of those corporations.

16 ✓32. By refusing to relinquish control of the Party's
17 assets held in the names of 522 Valencia and Pacific Publishing,
18 or, in the alternative, by refusing to relinquish their positions
19 as officers and directors of those corporations, the defendants
20 identified in paragraph 6 breached their agreements with the
21 Party.

22 ✓33. The Party has been damaged by the acts of these
23 individual defendants because it has been deprived of possession,
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Wm

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1 management and control of the assets that are held in the names
2 of 522 Valencia and Pacific Publishing.

3 SECOND CAUSE OF ACTION

4 BREACH OF CONTRACT

5 ✓ 34. Plaintiff hereby incorporates and realleges each and
6 every allegation contained in paragraphs 1 through 33, inclusive,
7 as though fully set forth at length herein.

8 ✓ 35. Under the provisions of the Constitution, defendant
9 Kendra Alexander was a party to a contractual relationship with
10 the Party.

11 ✓ 36. In reliance upon the agreement of defendant Kendra
12 Alexander, the Party entrusted her with the possession and
13 control of the assets which are described in paragraph 24.

14 ✓ 37. By refusing to relinquish control of such of the
15 Party's assets defendant Kendra Alexander breached her agreement
16 with the Party.

17 ✓ 38. The Party has been damaged by the acts of defendant
18 Kendra Alexander because it has been deprived of possession,
19 management and control of the assets that are described in
20 paragraph 24.

THIRD CAUSE OF ACTION

BREACH OF FIDUCIARY RELATIONSHIP

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2 ✓ 39. Plaintiff hereby incorporates and realleges each and
3 every allegation contained in paragraphs 1 through 38, inclusive,
4 as though fully set forth at length herein.

5 ✓ 40. The Party entrusted the defendants who are identified
6 in paragraphs 6 and 7 with the management and control of its
7 assets which were held in the names of 522 Valencia and Pacific
8 Publishing.

9 ✓ 41. By refusing to return to the Party the Party's assets
10 held in the names of 522 Valencia and Pacific Publishing, or, in
11 the alternative, by refusing to relinquish their positions as
12 officers and directors of those corporations, the defendants who
13 are identified in paragraphs 6 and 7 breached their duties of
14 trust and confidence to the Party.

15 ✓ 42. The Party has been damaged by the acts of the
16 defendants identified in paragraphs 6 and 7 because it has been
17 deprived of possession, management and control of the assets held
18 in the names of 522 Valencia and Pacific Publishing.

FOURTH CAUSE OF ACTION

CONSPIRACY TO BREACH CONTRACT

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22 ✓ 43. Plaintiff hereby incorporates and realleges each and
23 every allegation contained in paragraphs 1 through 42, inclusive,
24 as though fully set forth at length herein.

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✓ 44. In wrongfully retaining control of the Party's assets that are held in the names of 522 Valencia and Pacific Publishing, the defendants identified in paragraph 6 consulted and conspired with defendant Kendra Alexander and Does 51 through 90, inclusive.

✓ 45. The persons described in the previous paragraph have wrongfully conspired to retain control over the Party's assets for the purpose of engaging in activities inimical to the interests of the Party.

✓ 46. The Party has been doubly wronged by the conduct of the persons identified in paragraph 44 because the Party has been deprived of its property and because persons espousing views that are contrary to that of the Party are now in control of that property.

SIXTH CAUSE OF ACTION

INTERFERENCE WITH CONTRACTUAL RELATIONSHIPS

✓ 47. Plaintiff hereby incorporates and realleges each and every allegation contained in paragraphs 1 through 46, inclusive, as though fully set forth at length herein.

✓ 48. Defendant Kendra Alexander and Does 51 through 100, inclusive, knew, at all times material to this action, of the contractual relationships between the Party and the persons identified in paragraph 6, and intended that the persons identified in paragraph 6 should breach their agreements with the

1 Party by retaining control over the assets of the Party that are
2 held in the names of 522 Valencia and Pacific Publishing.

3 49. The agreements between the Party and the defendants
4 identified in paragraph 6 has been breached and the plaintiff has
5 suffered injury.

6 50. The Party's injury has been proximately caused by the
7 wrongful conduct of Kendra Alexander and Does 51 through 100,
8 inclusive.

9 SEVENTH CAUSE OF ACTION

10 DECLARATORY RELIEF

11 ✓ 51. Plaintiff hereby incorporates and realleges each and
12 every allegation contained in paragraphs 1 through 50, inclusive,
13 as though fully set forth at length herein.

14 52. Whereas there is an actual and existing controversy
15 between the parties with respect to the plaintiff's rights to the
16 assets that are held in the names of 522 Valencia and Pacific
17 Publishing, the plaintiff hereby seeks declaratory relief in
18 accordance with Section 1060 of the Code of Civil Procedure.

19 53. The plaintiff will seek a declaration and
20 determination by the Court to establish the following:

- 21 a. The plaintiff has the right to name the persons
22 who are to be officers and directors of 522 Valencia and
23 Pacific Publishing;

1 be proven at trial, plus prejudgment interest to the maximum
2 extent permitted by law. Additionally, the Party seeks an award
3 of costs.

4 B. On the Second Cause of Action for breach of contract,
5 plaintiff seeks recovery from defendant Kendra Alexander of all
6 damages that it has suffered as a direct and proximate result of
7 the acts of defendant Kendra Alexander, in an amount to be proven
8 at trial, plus prejudgment interest to the maximum extent
9 permitted by law. Additionally, the Party seeks an award of
10 costs.

11 C. On the Third Cause of Action for breach of fiduciary
12 relationship, plaintiff seeks recovery against the defendants
13 identified in paragraphs 6 and 7 of all damages that plaintiff
14 has suffered as a direct and proximate result of the acts of
15 those defendants, in an amount to be proven at trial, plus
16 prejudgment interest to the maximum extent permitted by law.
17 Additionally, the Party seeks an award of costs.

18 D. On the Fourth Cause of Action for conspiracy to
19 breach contract, plaintiff seeks recovery against all of the
20 defendants identified in paragraphs 6 and 7 of all damages that
21 plaintiff has suffered as a direct and proximate result of the
22 acts of those defendants, defendant Kendra Alexander and Does 91
23 through 100, inclusive, in an amount to be proven at trial, plus
24 prejudgment interest to the maximum extent permitted by law.
25 Additionally, the Party seeks an award of costs.
26

W. N. Colley
vs. Kendra

1 E. On the Fifth Cause of Action for interference with
2 contractual relationships, the Party seeks recovery against
3 defendant Kendra Alexander and Does 51 through 100, inclusive, of
4 all damages that it has suffered as a direct and proximate result
5 of the acts of those defendants in an amount to be proven at
6 trial, plus prejudgment interest to the maximum extent permitted
7 by law. Additionally, the Party seeks an award of costs.

8 F. On the Sixth Cause of Action, for a declaration and
9 determination of rights, including the following specific
10 declarations:

11 a. The plaintiff has the right to name the persons
12 who are to be officers and directors of 522 Valencia and
13 Pacific Publishing;

14 b. The plaintiff is the beneficial owner of the
15 assets held in the names of 522 Valencia and Pacific
16 Publishing and has the right to hold fee title to the real
17 property described in paragraph 13;

18 c. The plaintiff is the beneficial owner of the
19 assets described in paragraph 24 and is entitled to recover
20 possession of those assets from defendant Kendra Alexander;

21 d. The defendants identified in paragraph 6 have
22 breached their contracts with the plaintiff;

23 e. The defendants identified in paragraphs 6 and 7
24 have breached their fiduciary duties to the plaintiff; and
25
26

VERIFICATION

1
2 I, Jarvis Tyner, am the Sec. of Nat. Committee of the
3 Communist Party of the United States of America, duly authorized
4 by that organization to execute this verification on its behalf.
5 I have read the foregoing complaint and know the contents
6 thereof. The same is true of my own knowledge, except as to
7 those matters which are therein stated on information and belief,
8 and as to those matters I believe it to be true.

9 I declare under penalty of perjury under the laws of the
10 State of California that the foregoing is true and correct.
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14 DATED: July 8, 1992

/s/ Jarvis Tyner
SAM WEBB

CONSTITUTION OF THE
COMMUNIST PARTY OF THE UNITED STATES OF AMERICA

PREAMBLE

The Communist Party USA is the political party of the working class and is dedicated to the interests of all working people and all specially oppressed peoples. Its aim is a socialist society.

Such a social system will act in the interests of the people rather than for private profit of capitalist corporations. Only through abolition of the capitalist system and the socialist reorganization of society can exploitation of one human being by another be ended, and with it the evils of oppression, war, racism, and poverty.

Under socialism, capitalist "democracy" based on domination of our economic and political life by the owners of the multinational and other immense monopoly corporations will be replaced by socialist democracy based on public ownership and operation of the means of production, within a state led by the working class. In eliminating private profit, socialism will end the cause of national and racial oppression of the African-American, Chicano, Puerto Rican, Native American Indian, Asian-Pacific and all other specially oppressed and foreign born peoples, as well as the cause of anti-Semitism, and of special oppression of women.

The heart of the Communist Party's day-to-day program is the struggle for peace, democracy, equality, against racism and for improvement in the living conditions of all working people. The fight of the people of our country for detente and peaceful coexistence between states with different social systems, in support of struggles of oppressed peoples for national liberation and against imperialist aggression is our fight.

The fight of workers for jobs and full employment, improvement of their living and working conditions, for organizing the unorganized and defending their unions against attack by monopoly capital and its government is the fight of our Party.

The struggle for equality for Black people and against racism is central to all social progress. It is central to the fighting unity of the working class, and to the struggle for the equality of all other specially oppressed minorities. The fight of the African-American, Chicano, Puerto Rican, Native American Indian, Asian-Pacific and other specially oppressed peoples for full economic, political, social and cultural equality is the fight of our whole Party.

The fight for the full equality of women is also the struggle of the whole Party. The struggle of the working people, urban and rural, for improved living conditions, against the crushing burden of taxes, for better housing, health, education, child care, cultural and recreational facilities, the struggle of

the youth, the senior citizens and of the farm laborers and family farmers for their special needs--all these are our fight.

Monopoly capital and the government it dominates continually press in a reactionary, repressive direction, curtailing the democratic rights of the vast majority and increasing the threat of fascism. Our Party continually fights against this danger and to expand the democratic rights of the people.

All these struggles weaken capital and particularly challenge the monopolies that dominate the system. They are also the struggles through which the necessary conditions are created for the working class and its allies to curb the power of monopoly and proceed to take power and build socialism.

The working class is the only class capable of leading the people against the monopolies and to socialism. It faces the ruling capitalist class daily at the point of production and on all other fronts of social struggle. Because of its position in the system of production, the working class, through organization, has the potential of great power.

The Communist Party is part of the working class and a partisan of its interests. In the course of daily struggle, it works to increase the class and socialist consciousness and the political independence of the working class, to unite the class to defeat the main instruments of capitalist division, racism and anti-communism, and to bring the workers to the leadership of a growing people's alliance of all class and social strata whose interests clash with those of the monopolies. Only such a popular majority alliance, with the working class and the Black people as a whole at its center, is capable of curbing the power of the monopolies and opening the path to the socialist reorganization of society. The Communist Party is able to play this leading role because it is based on the science of society known as Marxism-Leninism and the organizational principle of democratic centralism.

Our Party strives for socialism through peaceful expression of the majority will. Whether this will be possible depends on the workers' ability to prevent the U.S. ruling class from using violence to block the people's will.

The Communist Party recognizes and fights for identity of interests among workers of all lands, an identity which is also in the true national interests of each country. In this spirit of working class internationalism, the Communist Party cherishes its solidarity with the world Communist movement and the socialist countries, especially with the first country of socialism, the Union of Soviet Socialist Republics. It also seeks the closest bonds with the working class in the other capitalist countries.

In the struggle against U.S. imperialism, the world's most powerful imperialism, our Party works to build the solidarity of the U.S. working class with developing countries, the national

liberation movements and especially with the victims of U.S. imperialist aggression, exploitation and domination. Only through world working class solidarity and anti-imperialist unity can peaceful coexistence be assured and the world saved from nuclear war.

The historic cause of the working class determines the goals of the Communist Party. That cause is the cause of all working people and therefore of all humanity. To that end the Communist Party fights shoulder to shoulder with all who struggle for peace, democracy, equality, against racism and for improvement in the living conditions of the people. The historic destiny of the working class is, in alliance with all working people, to replace capitalist exploitation and oppression by a socialist system of common effort for the common good.

For these purposes, the Communist Party USA is constituted and establishes the basic rules of its organization in the following Constitution:

ARTICLE I **Name**

SECTION 1. The name of this organization shall be the Communist Party of the United States of America.

ARTICLE II **Principles of Organization**

SECTION 1. The system of organization of the Communist Party is based upon the principle of democratic centralism, which guarantees the unity of will and action of the membership and leadership. Collectively is the basic concept of the style of work of the Party.

Democratic centralism combines the maximum involvement of the membership in determining policy and in the democratic election of leading committees with responsible direction from one national center coordinating the activity of the entire Party along common agreed-upon lines of policy.

SECTION 2. Each Party body is subordinate to the next higher body, with central authority vested in the National Convention, the highest body of the Party, which not only has the authority to act on all aspects of Party policy and activity, but elects the national leadership to carry through its will and decisions between conventions.

SECTION 3. After a thorough discussion in any club, committee or convention, decisions are arrived at by majority vote. All members, including those who disagree, are duty bound to explain, fight for and carry out such decisions.

Decisions of leading committees on major questions shall be reported to all other Party bodies. Any member, club or committee, disagreeing with a policy, has the right to appeal a deci-

sion to the next higher body and request that the question be reopened and to express their views through the channels established for that purpose during preconvention discussion periods. But no member or leader has the right to violate such decisions or to combine with others to conduct an organized struggle for their point of view. Factions are impermissible in the Communist Party.

All appeals of decisions made to the next leading committee shall be heard by the respective body within 90 days or at the next regular meeting of the committee. Appeals may be made to successive leading committees up to and including the National Convention, provided that the appeals are made at least 30 days before the National Convention. Decisions of the National Convention are final. While the appeal is pending, the decision must nevertheless be carried out by all members of the Party.

SECTION 4. The principle of democratic centralism includes the obligation of all members and leaders to fulfill the decisions arrived at by the majority. Both leaders and members are bound by a common discipline.

Discipline is voluntarily assumed by members upon joining the Party and based on conviction, understanding and devotion to the cause to which the Party dedicates its efforts.

SECTION 5. The election of officers and leading committees at all levels, shall be carried out with the fullest participation of the members of the elected Party bodies.

Elections shall be on the basis of a critical review and evaluation of the work of the elected body and of the individuals proposed for office. In elections to all Party committees, conventions and conferences steps shall be taken to maximize the representation of industrial workers, specially oppressed peoples and women.

Officers and leading committees are responsible both to the bodies which elected them and to the higher leading committees. All officers and members of leading committees may be released or removed from office by majority vote of the committees to which they are responsible.

SECTION 6. The Party as a whole, and each of its bodies including every club, shall plan and work for the mass circulation and use of our press and literature.

ARTICLE III Membership

SECTION 1. Any resident of the United States, 18 years of age or over, regardless of race, color, national origin, sex, or religious belief, who subscribes to the principles and purposes of the Communist Party shall be eligible for membership. The age requirement for admission to membership may be waived in individ-

ual cases by a majority vote of the State or District Committee, when, in its judgment, special circumstances warrant.

SECTION 2. An applicant for membership shall be endorsed by at least two members of the Communist Party in good standing. Such application shall be subject to approval by a majority vote of the club to which the applicant is presented.

In unorganized territory, in the absence of a club, the application shall be presented for processing and approval to the next leading committee having jurisdiction.

SECTION 3. A Party member shall study and accept the Party Constitution and the Party Program as determined by the Convention, belong to a Party club, be willing to participate in the work of the club and the Party, carry out its decisions and pay dues. Membership in the Communist Party is a voluntary act of the individual.

SECTION 4. Party members three months in arrears in payment of dues cease to be members in good standing and shall be so informed by their club leadership. Members who are six months in arrears shall be dropped from Party membership after effort has been made by the club leadership, through personal interviews, to bring such members into good standing. They may, however, apply for readmission within six months, and upon approval of the club be permitted to pay back dues and regain their former standing.

SECTION 5. A member in good standing changing his or her place of residence from one state (or district) to another, shall ask the state (or district) of origin to transfer his or her membership to the new state (or district). This is to be done within 30 days. The transfer, accompanied by a collective evaluation of the comrade's work, shall be submitted through the National Committee office to the new state (or district). The new state (or district) shall accept such a comrade as a member only after receipt of the transfer.

The sending and receiving states (or districts) and clubs shall have responsibility for processing the transfer application as quickly as possible.

ARTICLE IV Structure

SECTION 1. The basic unit of the Communist Party shall be the club. The two basic forms of the Party club shall be based on 1) place of work with the shop club as the highest form and 2) place of residence with the neighborhood club as the highest form. All other forms are transitional.

Each club shall have officers and an executive committee which shall be elected at the time of the annual club conference. Elections shall be by secret ballot if such method is requested by any member of the club.

The purpose of the annual club conference shall be to project the plan of work for the coming year based on 1) policy as established by the national and state (or district) conventions and further refined and developed by the National Committee and state (or district) committee and 2) a thorough and critical examination of the club's work in the previous year.

All clubs should have officers who fulfill the following functions: chairperson, financial secretary, educational director, labor secretary, press director, literature director, and a secretary who records all decisions. Two or more functions may be performed by one person. Additional officers and committees may be elected by the club.

Officers and committees are responsible to the club, and shall report on their work to the club from time to time. Financial reports shall be submitted to the club annually. Additional financial reports must be submitted when requested by a majority vote.

SECTION 2. State and district organizations may be established by the National Committee, and may cover one state, part of one state, or more than one state. They shall be known as the "---- State Committee, Communist Party USA," or the "---- District, Communist Party USA." Where there is more than one district in a state, the National Committee may establish such forms as are necessary to deal with questions of statewide importance.

The state (or district) organization shall comprise all clubs in one state (or district). The State (District) Committee shall have the power and duty to establish whatever subdivisions best fulfill the needs of Party work, such as state, county, city or section organizations.

The highest body of the state (or district) organization is the State (or District) Convention, which shall meet at least once every four years during the pre-convention discussion period prior to the national Convention. Each club in the state (or district) shall elect delegates to the convention in such numbers as the State or District Committee may determine, provided that the number of delegates to which each club is entitled shall be in proportion to its membership. To be eligible for election as a delegate, a member shall have been in good standing for at least six months.

Members of the State or District Committee shall be elected in such manner and number as the State or District Convention may determine. All elections to the State or District Committee shall be by democratic process, including secret ballot.

To be eligible for election as a state or district officer or member of the State or District Committee, a member shall have been in good standing for at least one year preceding the date of the election.

The State or District Committee shall elect such officers as it deems necessary. Officers so elected shall be members of the State or District Committee by virtue of their offices, and shall be responsible to the State or District Committee. The State or District Committee may elect an executive committee and any other committees it deems necessary.

A vacancy among members of the State or District Committee may be filled until the next Convention by secret ballot and majority vote of the members of the State (or District) Committee.

Special State or District Conventions shall be called by a majority vote of the State or District Committee or upon the written request of clubs representing one-third of the membership.

The State or District Committee shall name a committee to administer the finances of the organization, which shall be responsible to the State (or District) Committee. The State or District Committee shall make a financial report to all regular State or District Conventions.

The State or District Committee shall meet at least four times a year. A request by one-third of the members of the State or District Committee, or by one-third of the clubs, for a review of a state or district policy or adoption of a new policy requires that such a discussion be held by the State or District Committee.

Where there is no established State or District Review Commission, the State or District Committee may establish one. Once it has been established, its members shall thereafter be elected at the State or District Convention in a manner similar to the election of the State or District Committee. Its responsibilities shall be consistent with those given in Article V, Section 14.

The State (or District) Review Commission may fill vacancies and release or remove members on approval of the State (or District) Committee.

The State (or District) Review Commission, working under the general guidance of the National Review Commission, is accountable to the State or District Convention, and between Conventions, to the State or District Committee.

ARTICLE V National Organization

SECTION 1. The highest authority of the Party is the National Convention, which is authorized to make political and organizational decisions binding upon the entire Party and its membership.

Regular National Conventions shall be held every four years. A National Convention may be postponed beyond the four-year limit due to extraordinary circumstances by both a three-fourths vote of the National Committee and a majority of the State and District Committees.

SECTION 2. The National Convention shall be composed of delegates elected by each State and District Convention by democratic process, including secret ballot, and in such number, in approximate proportion to the membership it represents, as the National Committee may determine. To be eligible for election as a delegate, the member shall have been in good standing for at least one year prior to the date of the Convention.

SECTION 3. Special National Conventions shall be called when there is an affirmative vote of 40% of the members of the National Committee or a majority vote of 40% of all State and District Committees. The office of the National Committee shall circulate any official request from any State or District Committee for a special National Convention to all other State and District Committees for their action. The time and place of special conventions shall be fixed by the National Committee. The basis for representation shall be determined in the same way as that for regular conventions.

SECTION 4. Prior to regular National Conventions, at least four months shall be provided for discussion in all Party clubs and leading committees on the main resolutions and problems coming before the convention. During this discussion all Party organizations have the right to propose amendments and changes to the draft resolutions, the Party Program and the Constitution, to adopt resolutions on all questions of policy and tactics and on the work and composition of all leading committees for consideration by the Convention. All policies and decisions, however, remain in full force during the pre-convention discussion.

SECTION 5. Each National Convention shall determine the number of members of the National Committee. Election of the National Committee by the National Convention shall be by secret ballot.

In the election of the National Committee, in addition to individual merit, such factors as class and social composition, wide geographic representation and political importance of the state or district organizations shall be considered.

SECTION 6. Vacancies in the National Committee may be filled by majority vote of the National Committee. Members may be released or removed by the affirmative vote of two-thirds of the members of the National Committee.

SECTION 7. The National Committee shall elect from its own membership an executive committee and such officers as it decides upon.

The National Committee shall establish such other committees as it deems necessary. All such officers and committees shall be responsible to the National Committee.

SECTION 8. To be eligible for election as a national officer or member of the National Committee, a member shall have been in good standing for at least the three years preceding the election.

SECTION 9. Between National Conventions, the National Committee is responsible for the enforcement of the Constitution and the execution of the general policies adopted by the National Convention. The decisions of the National Committee shall be binding on all Party organizations and members.

Between National Conventions, the National Committee is the highest authority of the Party, representing the Party as a whole, and as such has the authority to make decisions and take actions necessary and incidental to the good and welfare of the entire Party, and to act upon all problems and developments occurring between conventions. In the fulfillment of its duties, and in the exercise of its responsibilities, the National Committee shall guide and direct all of the political, organizational and educational work of the Party and organize and supervise its various departments and committees. The National Committee shall organize and direct all undertakings of importance to the entire Party, and administer the national treasury. The National Committee shall submit a financial report to each National Convention.

The National Committee and the State and District Committees shall encourage the widest discussion by the membership on all questions of theory and general line of Party policy. They shall provide organs to facilitate such discussions, provided that in the opinion of the National Committee such discussions do not hinder or impede the execution of Party policy and decisions or weaken the unity of the Party in action.

The National Committee shall not make any major policy change until it has submitted the proposed change in draft form to the Party organization for debate for specified periods and for recommendations thereon. In an emergency, which must be affirmed by a two-thirds vote of the National Committee, the National Committee may adopt another procedure for making a major policy change, including a referendum vote of the entire membership or the calling of special enlarged, delegated conferences on a national or regional basis.

In the discussion of such major policy changes, rules for pre-convention discussion shall apply in regard to the proposed policy change only, except that the period of discussion may be determined by the National Committee.

SECTION 10. The National Committee shall meet at least twice a year. The officers or one-third of the members of the National Committee may call additional meetings.

SECTION 11. Summaries and reports of National Committee meetings shall be made available to State and District Committees and shall appear in digest form in publications available to the Party membership. Such reports may be published when the National Committee so determines.

All departments and leading committees shall submit reports regularly to the National Committee.

SECTION 12. The officers of the National Committee shall make known to the members of the National Committee any request of any member of the National Committee for either a review of a policy or the introduction of a new major policy question.

A request by one-third of the members of the National Committee for review of a policy or for adoption of a new policy requires that such a discussion be held by the National Committee.

SECTION 13. The National Convention shall elect a National Council. The National Council shall work with the National Committee in developing policy and participate in broadening the implementation of National Committee policies among working people and in the Party organization. The National Council shall be convened by the National Board of the National Committee.

Vacancies in the National Council may be filled, and members released or removed by majority vote of the National Committee.

The National Council shall be elected by secret ballot. It shall be elected in a manner and with considerations similar to the election of the National Committee except that eligibility for membership shall be two (2) years in the Party prior to election.

SECTION 14. The National Convention shall elect by secret ballot, in a manner similar to the establishment of the National Committee, a National Review Commission.

The National Review Commission is charged with the responsibility of reviewing the observance of revolutionary working class Party standards in the conduct of all Party bodies and members. It shall work to guard and preserve Party unity, adherence to Marxist-Leninist principles, practice of democratic centralism, Party security and financial integrity.

Membership eligibility shall be at least three years in good standing prior to election. The National Review Commission may fill vacancies and release or remove its members on the approval of the National Committee.

The National Review Commission shall elect an executive committee to conduct its work between meetings of the full Commission. The latter is to be convened at least once a year.

ARTICLE VI

Rights and Duties of Members

SECTION 1. Every member of the Party who is in good standing has the right and duty to participate in the making of its policies and in their execution, and to participate in the elections of the Party bodies to which he or she belongs.

A member has the right, within the Party organization, to express openly and uphold his or her opinion or differences on any question as long as the Party organization has not adopted a decision. This may be accomplished in meetings of the Party organizations and in authorized publications. After a decision, a Party member who disagrees has the right to appeal successively to the next higher body, including the National Convention. At the same time every member has the duty to carry out the majority decision.

Members may criticize the work of all leading committees and individual leaders, irrespective of the positions they hold, for shortcomings, errors or unbecoming conduct, provided it is done in appropriate Party meetings, conferences, conventions or other Party bodies. An officer who interferes with this right of criticism shall be subject to discipline. Any member may address a question or statement to a leading committee at any level. Leading committees must respond as promptly as possible.

During pre-convention discussion members have the right and duty within Party organizations and publications designated for the purpose, to discuss any and all Party policies and tactics, and the right to criticize the work and composition of all leading committees.

SECTION 2. A member shall strive to attend all club meetings. Members shall continually strive to improve their political knowledge and their understanding of Marxism-Leninism, to take part in the discussion of Party policy, to initiate activities, to work for the aims and policies of the Party, and to seek to win new members to its ranks. They shall also read, circulate and help improve Party publications. All members shall circulate the press and make work with the press central to their mass activity.

Each member shall practice criticism and self-criticism with the aim of improving the work of the Party, its bodies, and his or her own activity, and shall fight against shortcomings, violations of democracy, unconstitutional procedure and manifestations of bureaucracy. The National Committee and leadership at all levels shall take the initiative and give the lead for the development of the fullest criticism and self-criticism in regard to shortcomings and resolutely strive for their correction.

It shall be the obligation of all Party members to struggle for the unity and other needs of the working class, against all forms of national oppression, national chauvinism, discrimination and segregation, against all racist ideologies and practices, such as white chauvinism and anti-Semitism. It shall be the duty

of all Party members to fight for the full social, political and economic equality of the Black people and promote the unity of Black and white as essential to the advancement of their common interests.

It shall be the obligation of all Party members to fight for social, political and economic equality for Chicanos, Puerto Ricans, Native American Indians, Asian-Pacific peoples, other oppressed national minorities, and the foreign-born in the United States.

It shall be the obligation of all Party members to struggle against all manifestations of male supremacy and discrimination against women, and to fight for the full social, political and economic equality for women.

SECTION 3. All leading committees shall seek a maximum of consultation with other committees, Party clubs and the membership in policy formation, and especially with those comrades directly involved. In the period between conventions, the various Party organizations, from Section Committee to National Committee, may organize delegated conferences to evaluate Party work in a given field or to develop a position on new issues which may arise.

Other forms of consultation may include membership referendum.

SECTION 4. All Party members who are eligible must belong to their respective trade unions.

SECTION 5. All Party members working in mass organizations (trade unions, farm, community, fraternal, etc.) shall promote and strengthen the unity and leading role of the working class, and fight for the unity and needs of the working class and its allies.

SECTION 6. All members who are eligible shall register to vote in elections for public office.

SECTION 7. The Party shall give full aid in the acquisition of United States citizenship to those of its members who, because of unjust and undemocratic laws and practices, are deprived of this rights.

ARTICLE VII

Control, Disciplinary Procedures and Appeals

SECTION 1. Subject to the provisions of this Article, any member or officer of the Party may be reprimanded, put on probation, suspended for a specified period, removed from office, dropped or expelled from the Party for actions detrimental to the interests of the Party and the working class, for factionalism, for making false statements in an application for membership, for financial irregularities, or for advocacy or practice of racial,

RESTATED ARTICLES OF INCORPORATION OF
522 VALENCIA, INC.

WILLIS WONG and SALLY SWEET certify:

1. That we are the President and the Chief Financial Officer, respectively, of 522 VALENCIA, INC., a California corporation.
2. That the Articles of Incorporation of 522 VALENCIA, INC., are amended and restated to read as follos:

I. NAME

The name of the Corporation is 522 VALENCIA, INC.

II. PURPOSES

This Corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for public and charitable purposes: the public and charitable purposes of the Corporation are to educate and advance or assist others in the education and advancement of working people, the struggle against racism, the promotion of equality among all persons without reference to race, creed, political affiliation or sex and the advancement of economic, racial and gender equality.

IV. PRINCIPAL PLACE OF BUSINESS

The principal office for the transaction of business of the Corporation, shall be located in the City and County of San Francisco.

V. NUMBER OF DIRECTORS

The number of directors of the Corporation is seven.

VI. BYLAW PROVISIONS

The manner in which Directors shall be chosen and removed from office, their qualifications, powers, duties, compensation and tenure of office, the manner of filling vacancies on the Board and the manner of calling and holding meetings of Directors shall be as stated in the Bylaws.

This Corporation shall not issue stock and shall have no members.

1 Laura Woodward
2 250 Montgomery Street, Suite 500
3 San Francisco, CA 94104
4 Telephone: 415 398-8575

5 Attorney for Defendants 522 Valencia,
6 Inc., Pacific Publishing Foundation, Inc.,
7 Esther Brown, William Sorro, Lloyd Vandever
8 Mary Idosidis and Sally Sweet

9 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 CITY AND COUNTY OF SAN FRANCISCO

11	COMMUNIST PARTY OF THE UNITED)	
	STATES OF AMERICA, an)	
12	unincorporated association,	)	CASE NO. 944264
)	
13	Plaintiff,	)	FIRST SET OF
		)	INTERROGATORIES
14	v.	)	BY DEFENDANT 522
		)	VALENCIA, INC.
15	KENDRA ALEXANDER, an individual,)	
	522 VALENCIA, INC., a California	)	Propounding Party:
16	corporation, CARL BLOICE, ESTHER	)	Defendant 522 Valencia,
	BROWN, LEE BROWN, MARY IDOSIDIS,	)	Inc.
17	WILLIAM SORRO, SALLY SWEET, LLOYD	)	Responding Party:
	VANDEVER, and PACIFIC PUBLISHING	)	Plaintiff Communist
18	FOUNDATION, INC., a California	)	Party of the United
	corporation, and DOES 1 through	)	States of America
19	100, inclusive,)	
	Defendants.	)	SET NO. ONE
20)	

21 Defendant 522 Valencia, Inc., hereby demands, pursuant to
22 California Code of Civil Procedure Section 2030, particularly
23 subsection 2030(c)(8), that Plaintiff Communist Party of the
24 United States of America answer under oath the following
25 interrogatories within thirty (30) days of service. In answering
26 these interrogatories, please furnish all information which is
27 available to plaintiff, including information in the possession
28 of plaintiff's attorney or investigators for your attorney.

1 2. IDENTIFY each and every DOCUMENT supporting the
2 allegations contained in Paragraph 1 of plaintiff's COMPLAINT.

3 3. IDENTIFY each and every PERSON who has any information
4 or knowledge of facts supporting the allegations contained in
5 Paragraph 1 of plaintiff's COMPLAINT and summarize the facts or
6 information known to or in the possession of each such PERSON.

7 4. IDENTIFY each and every DOCUMENT supporting the
8 allegations contained in Paragraph 9 of plaintiff's COMPLAINT.

9 5. IDENTIFY each and every PERSON who has any information
10 or knowledge of facts supporting the allegations contained in
11 Paragraph 9 of plaintiff's COMPLAINT and summarize the facts or
12 information known to or in the possession of each such PERSON.

13 6. IDENTIFY each and every DOCUMENT supporting the
14 allegations relating to Defendant 522 Valencia, Inc., contained
15 in Paragraph 10 of plaintiff's COMPLAINT.

16 7. IDENTIFY each and every PERSON who has any information
17 or knowledge of facts supporting the allegations relating to
18 Defendant 522 Valencia, Inc., contained in Paragraph 10 of
19 plaintiff's COMPLAINT and summarize the facts or information
20 known to or in the possession of each such PERSON.

21 8. IDENTIFY each and every DOCUMENT supporting the
22 allegations contained in Paragraph 11 of plaintiff's COMPLAINT.

23 9. IDENTIFY each and every PERSON who has any information
24 or knowledge of facts supporting the allegations contained in
25 Paragraph 11 of plaintiff's COMPLAINT and summarize the facts or
26 information known to or in the possession of each such PERSON.

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1 10. IDENTIFY each and every DOCUMENT supporting the
2 allegations relating to Defendant 522 Valencia, Inc., contained
3 in Paragraph 12 of plaintiff's COMPLAINT.

4 11. IDENTIFY each and every PERSON who has any information
5 or knowledge of facts supporting the allegations relating to
6 Defendant 522 Valencia, Inc., contained in Paragraph 12 of
7 plaintiff's COMPLAINT and summarize the facts or information
8 known to or in the possession of each such PERSON.

9 12. IDENTIFY each and every DOCUMENT supporting the
10 allegations contained in Paragraph 13 of plaintiff's COMPLAINT.

11 13. IDENTIFY each and every PERSON who has any information
12 or knowledge of facts supporting the allegations contained in
13 Paragraph 13 of plaintiff's COMPLAINT and summarize the facts or
14 information known to or in the possession of each such PERSON.

15 14. IDENTIFY each and every DOCUMENT supporting the
16 allegations relating to Defendant 522 Valencia, Inc., contained
17 in Paragraph 15 of plaintiff's COMPLAINT.

18 15. IDENTIFY each and every PERSON who has any information
19 or knowledge of facts supporting the allegations relating to
20 Defendant 522 Valencia, Inc., contained in Paragraph 15 of
21 plaintiff's COMPLAINT and summarize the facts or information
22 known to or in the possession of each such PERSON.

23 16. IDENTIFY each and every DOCUMENT supporting the
24 allegations relating to Defendant 522 Valencia, Inc., contained
25 in Paragraph 16 of plaintiff's COMPLAINT.

26 17. IDENTIFY each and every PERSON who has any information
27 or knowledge of facts supporting the allegations relating to
28

1 Defendant 522 Valencia, Inc., contained in Paragraph 16 of
2 plaintiff's COMPLAINT and summarize the facts or information
3 known to or in the possession of each such PERSON.

4 18. IDENTIFY each and every DOCUMENT supporting the
5 allegations relating to Defendant 522 Valencia, Inc., contained
6 in Paragraph 17 of plaintiff's COMPLAINT.

7 19. IDENTIFY each and every PERSON who has any information
8 or knowledge of facts supporting the allegations relating to
9 Defendant 522 Valencia, Inc., contained in Paragraph 17 of
10 plaintiff's COMPLAINT and summarize the facts or information
11 known to or in the possession of each such PERSON.

12 20. IDENTIFY each and every DOCUMENT supporting the
13 allegations relating to Defendant 522 Valencia, Inc., contained
14 in Paragraph 18 of plaintiff's COMPLAINT.

15 21. IDENTIFY each and every PERSON who has any information
16 or knowledge of facts supporting the allegations relating to
17 Defendant 522 Valencia, Inc., contained in Paragraph 18 of
18 plaintiff's COMPLAINT and summarize the facts or information
19 known to or in the possession of each such PERSON.

20 22. IDENTIFY each and every DOCUMENT supporting the
21 allegations relating to Defendant 522 Valencia, Inc., contained
22 in Paragraph 19 of plaintiff's COMPLAINT.

23 23. IDENTIFY each and every PERSON who has any information
24 or knowledge of facts supporting the allegations relating to
25 Defendant 522 Valencia, Inc., contained in Paragraph 19 of
26 plaintiff's COMPLAINT and summarize the facts or information
27 known to or in the possession of each such PERSON.

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1 24. IDENTIFY each and every DOCUMENT supporting the
2 allegations relating to Defendant 522 Valencia, Inc., contained
3 in Paragraph 21 of plaintiff's COMPLAINT.

4 25. IDENTIFY each and every PERSON who has any information
5 or knowledge of facts supporting the allegations relating to
6 Defendant 522 Valencia, Inc., contained in Paragraph 21 of
7 plaintiff's COMPLAINT and summarize the facts or information
8 known to or in the possession of each such PERSON.

9 26. IDENTIFY each and every DOCUMENT supporting the
10 allegations relating to Defendant 522 Valencia, Inc., contained
11 in Paragraph 22 of plaintiff's COMPLAINT.

12 27. IDENTIFY each and every PERSON who has any information
13 or knowledge of facts supporting the allegations relating to
14 Defendant 522 Valencia, Inc., contained in Paragraph 22 of
15 plaintiff's COMPLAINT and summarize the facts or information
16 known to or in the possession of each such PERSON.

17 28. IDENTIFY each and every DOCUMENT supporting the
18 allegations relating to Defendant 522 Valencia, Inc., contained
19 in Paragraph 23 of plaintiff's COMPLAINT.

20 29. IDENTIFY each and every PERSON who has any information
21 or knowledge of facts supporting the allegations relating to
22 Defendant 522 Valencia, Inc., contained in Paragraph 23 of
23 plaintiff's COMPLAINT and summarize the facts or information
24 known to or in the possession of each such PERSON.

25 30. IDENTIFY each and every DOCUMENT supporting the
26 allegations relating to Defendant 522 Valencia, Inc., contained
27 in Paragraph 28 of plaintiff's COMPLAINT.

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1 31. IDENTIFY each and every PERSON who has any information
2 or knowledge of facts supporting the allegations relating to
3 Defendant 522 Valencia, Inc., contained in Paragraph 28 of
4 plaintiff's COMPLAINT and summarize the facts or information
5 known to or in the possession of each such PERSON.

6 32. IDENTIFY each and every DOCUMENT supporting the
7 allegations relating to Defendant 522 Valencia, Inc., contained
8 in Paragraph 31 of plaintiff's COMPLAINT.

9 33. IDENTIFY each and every PERSON who has any information
10 or knowledge of facts supporting the allegations relating to
11 Defendant 522 Valencia, Inc., contained in Paragraph 31 of
12 plaintiff's COMPLAINT and summarize the facts or information
13 known to or in the possession of each such PERSON.

14 34. IDENTIFY each and every DOCUMENT supporting the
15 allegations relating to Defendant 522 Valencia, Inc., contained
16 in Paragraph 32 of plaintiff's COMPLAINT.

17 35. IDENTIFY each and every PERSON who has any information
18 or knowledge of facts supporting the allegations relating to
19 Defendant 522 Valencia, Inc., contained in Paragraph 32 of
20 plaintiff's COMPLAINT and summarize the facts or information
21 known to or in the possession of each such PERSON.

22 36. IDENTIFY each and every DOCUMENT supporting the
23 allegations relating to Defendant 522 Valencia, Inc., contained
24 in Paragraph 33 of plaintiff's COMPLAINT.

25 37. IDENTIFY each and every PERSON who has any information
26 or knowledge of facts supporting the allegations relating to
27 Defendant 522 Valencia, Inc., contained in Paragraph 33 of
28

1 | plaintiff's COMPLAINT and summarize the facts or information
2 | known to or in the possession of each such PERSON.

3 | 38. IDENTIFY each and every DOCUMENT supporting the
4 | allegations relating to Defendant 522 Valencia, Inc., contained
5 | in Paragraph 40 of plaintiff's COMPLAINT.

6 | 39. IDENTIFY each and every PERSON who has any information
7 | or knowledge of facts supporting the allegations relating to
8 | Defendant 522 Valencia, Inc., contained in Paragraph 40 of
9 | plaintiff's COMPLAINT and summarize the facts or information known
10 | to or in the possession of each such PERSON.

11 | 40. IDENTIFY each and every DOCUMENT supporting the
12 | allegations relating to Defendant 522 Valencia, Inc., contained
13 | in Paragraph 41 of plaintiff's COMPLAINT.

14 | 41. IDENTIFY each and every PERSON who has any information
15 | or knowledge of facts supporting the allegations relating to
16 | Defendant 522 Valencia, Inc., contained in Paragraph 41 of
17 | plaintiff's COMPLAINT and summarize the facts or information
18 | known to or in the possession of each such PERSON.

19 | 42. IDENTIFY each and every DOCUMENT supporting the
20 | allegations relating to Defendant 522 Valencia, Inc., contained
21 | in Paragraph 42 of plaintiff's COMPLAINT.

22 | 43. IDENTIFY each and every PERSON who has any information
23 | or knowledge of facts supporting the allegations relating to
24 | Defendant 522 Valencia, Inc., contained in Paragraph 42 of
25 | plaintiff's COMPLAINT and summarize the facts or information
26 | known to or in the possession of each such PERSON.

27 |
28 |

1 44. IDENTIFY each and every DOCUMENT supporting the
2 allegations relating to Defendant 522 Valencia, Inc., contained
3 in Paragraph 44 of plaintiff's COMPLAINT.

4 45. IDENTIFY each and every PERSON who has any information
5 or knowledge of facts supporting the allegations relating to
6 Defendant 522 Valencia, Inc., contained in Paragraph 44 of
7 plaintiff's COMPLAINT and summarize the facts or information
8 known to or in the possession of each such PERSON.

9 46. IDENTIFY each and every DOCUMENT supporting the
10 allegations relating to Defendant 522 Valencia, Inc., contained
11 in Paragraph 48 of plaintiff's COMPLAINT.

12 47. IDENTIFY each and every PERSON who has any information
13 or knowledge of facts supporting the allegations relating to
14 Defendant 522 Valencia, Inc., contained in paragraph 48 of
15 plaintiff's COMPLAINT and summarize the facts or information
16 known to or in the possession of each such PERSON.

17 48. IDENTIFY each and every DOCUMENT supporting the
18 allegations relating to Defendant 522 Valencia, Inc., contained
19 in Paragraph 52 of plaintiff's COMPLAINT.

20 49. IDENTIFY each and every PERSON who has any information
21 or knowledge of facts supporting the allegations relating to
22 Defendant 522 Valencia, Inc., contained in Paragraph 52 of
23 plaintiff's COMPLAINT and summarize the facts or information
24 known to or in the possession of each such PERSON.

25 50. IDENTIFY each and every DOCUMENT supporting the
26 allegations relating to Defendant 522 Valencia, Inc., contained
27 in Paragraph 53 of plaintiff's COMPLAINT.

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1 44. IDENTIFY each and every DOCUMENT supporting the
2 allegations relating to Defendant 522 Valencia, Inc., contained
3 in Paragraph 44 of plaintiff's COMPLAINT.

4 45. IDENTIFY each and every PERSON who has any information
5 or knowledge of facts supporting the allegations relating to
6 Defendant 522 Valencia, Inc., contained in Paragraph 44 of
7 plaintiff's COMPLAINT and summarize the facts or information
8 known to or in the possession of each such PERSON.

9 46. IDENTIFY each and every DOCUMENT supporting the
10 allegations relating to Defendant 522 Valencia, Inc., contained
11 in Paragraph 48 of plaintiff's COMPLAINT.

12 47. IDENTIFY each and every PERSON who has any information
13 or knowledge of facts supporting the allegations relating to
14 Defendant 522 Valencia, Inc., contained in paragraph 48 of
15 plaitniff's COMPLAINT and summarize the facts or information
16 known to or in the possession of each such PERSON.

17 48. IDENTIFY each and every DOCUMENT supporting the
18 allegations relating to Defendant 522 Valencia, Inc., contained
19 in Paragraph 52 of plaintiff's COMPLAINT.

20 49. IDENTIFY each and every PERSON who has any information
21 or knowledge of facts supporting the allegations relating to
22 Defendant 522 Valencia, Inc., contained in Paragraph 52 of
23 plaintiff's COMPLAINT and summarize the facts or information
24 known to or in the possession of each such PERSON.

25 50. IDENTIFY each and every DOCUMENT supporting the
26 allegations relating to Defendant 522 Valencia, Inc., contained
27 in Paragraph 53 of plaintiff's COMPLAINT.

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1 being propounded for any improper purpose, such as to harass the
2 party, or the attorney for the party, to whom it is directed, or to
3 cause unnecessary delay or needless increase in the cost of
4 litigation.

5 I declare under penalty of perjury under the laws of
6 California tht the foregoing is true and correct, and that this
7 declaration was executed on January 14, 1993.

8
9 Laura Woodward

10 Attorney for Defendant
11 522 Valencia, Inc.
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10/15/92

MEMO TO ALL BOARD MEMBERS:

Re: CPUSA v. Alexander, et al.

Enclosed is a copy of a letter Laura Woodward sent to the Court in the above matter.

You should know that she did not appear at the hearing on the Demurrer for two reasons: One, in those matters the attorney has to call the court the afternoon before the hearing, at which time the Judge has already reviewed the documents on file and gives his/her proposed decision. In our case, the decision (or ruling) was to allow the complaint to be amended. Secondly, Laura did not want to appear in court at the hearing because it would cost us money and serve no purpose. Laura did not object to allowing an amended complaint to be filed; any such objection would likely be overruled by the Judge anyway; also, Silberman's Motion to Amend did not deal with any of the other issues in the Demurrer (which Laura is happy to have him ignore at this time).

I am sure you will find her letter interesting and revealing.

Will keep you advised of progress.

In struggle,

Sally

LAURA WOODWARD

ATTORNEY AT LAW

250 MONTGOMERY STREET, SUITE 500 • SAN FRANCISCO, CALIFORNIA 94104 • (415) 398-8575 • FAX: (415) 421-0225

October 14, 1992

The Honorable Lucy Kelly McCabe
Judge of the Superior Court
City and County of San Francisco
Department 9, Room 457
400 Van Ness
San Francisco, CA 94102

Re: Communist Party of the United States of America v. Alexander, et al
Case No. 944264

Dear Judge McCabe:

The demurrer of my client, 522 Valencia, Inc., to the complaint in the above-referenced action was filed August 26, 1992 for hearing October 6, 1992. plaintiff's Motion to Amend its complaint was served September 18, 1992, for hearing on the same date. 522 Valencia, Inc., did not oppose the motion to amend the complaint. The Court's tentative ruling was to grant the motion to amend, rendering the demurrer moot.

Today I received in the mail copies of a letter to you from Richard Silberman, attorney for the Communist Party of the United States of America, plaintiff herein. It was attached to a copy of a form of order apparently submitted to you regarding the above-referenced demurrer and motion to amend.

I was not advised by Mr. Silberman that he planned to appear on October 6, 1992, pursuant to Section 14 of the Law and Motion Manual of the Court. I did not appear. The form of order presented to you by Mr. Silberman states that he and I did appear. The form of order also requires an answer, rather than a responsive pleading, by my client, only, within 14 days of service of the amended complaint. This was not requested by plaintiff in its motion, nor was any mention of same made in the tentative ruling of the Court.

Pursuant to Section 14 of the Law and Motion Manual, the Court had the option on October 6, 1992, of either taking the demurrer and motion off calendar or entering the tentative ruling. I don't know which was done by the Court. If the tentative ruling was adopted as the Court's order, it is reflected in a Minute Order, which Plaintiff may serve or may wait for the clerk to notify the parties of pursuant to Section 17(b)(1) of the Law and Motion Manual.

If there had been a hearing, Mr. Silberman would still be in violation of the local rules because I was given no opportunity to review the proposed order pursuant to Section 17 of the Law and Motion Manual. Since Mr. Silberman refers to this Section in his cover letter to you, he must certainly be aware of that requirement.

For all the reasons stated above, Defendant 522 Valencia, Inc., objects to entry of the form of order provided the Court by Mr. Silberman. Among other difficulties, it does not address the other defendants to this action, one of whom, Kendra Alexander, has already filed an Answer to the original complaint.

For all the reasons stated above, Defendant 522 Valencia, Inc., requests that the Court not sign the form of order proposed by Mr. Silberman.

Very truly yours,

Laura Woodward

cc. Richard D. Silberman, Esq.
Francis J. McTernan, Esq.

MINUTES OF THE SEPT 22, 1992 MEETING OF THE BOARD
OF DIRECTORS OF 522 VALENCIA, INC.

The Board of Directors met on Sept. 22, 1992 at 3:00 pm at 522 Valencia St., S.F. Board members present were Willis Wong, Lloyd Vandever, Lee Brown, Esther Brown, Sally Sweet and Joe Lindsey.

Sally Sweet made a report on the situation relative to the property in San Jose.

It was agreed to lease the third floor and the front office of the second floor of 522 Valencia to the California Committee of Correspondence, starting Oct. 1, 1992 for two years at \$250 per month. Rental agreement is a standard form attached hereto.

There being no further business, the meeting adjourned at 3:45 pm.

We hereby approve the within minutes of Sept. 22, 1992 meeting of the Board of Directors of 522 Valencia, Inc.

Willis Wong
Willis Wong

Lloyd Vandever
Lloyd Vandever

Lee Brown
Lee Brown

Bill Sorro
Bill Sorro

Esther Brown
Esther Brown

Joe Lindsey
Joe Lindsey

Sally Sweet
Sally Sweet

RESOLVED that pursuant to Article VI, Section 2 of the Bylaws, any director or former director of this corporation who is named a defendant and served with process in the lawsuit known as Communist Party of the United States of America v. Alexander, filed in the San Francisco Superior Court, Case No. 944264 is clearly sued in his or her capacity as a director of this corporation and is entitled to indemnification. RESOLVED FURTHER, that the corporation's attorney, Laura Woodward, is hereby authorized and directed to represent such directors sued in the above-referenced lawsuit who choose to be represented by her, at the corporation's expense.

RESOLVED that the listing of certain property of the corporation known as 950 South 1st Street, San Jose, California, for the listing price of \$289,000 be approved and ratified, and that Willis Wong, as president of this corporation, is authorized and directed to negotiate and execute sale documents for any sale of said property for cash in "as is" condition for any amount in excess of \$ _____ or otherwise for cash in any amount in excess of \$ _____, provided that the sale contract must call for close of escrow within 90 days of its execution by both parties. Kendra Alexander's authorization to negotiate such a sale on behalf of the corporation is confirmed and is continuing.

RESOLVED that the lease of a portion of 522 Valencia Street described as _____

_____ by the corporation to Pacific Publishing Foundation, Inc., be approved at \$_____ per month commencing December 1, 1992, and terminating November 30, 1994. Willis Wong, as president of this corporation, is authorized and directed to prepare and execute a lease with Pacific Publishing Foundation, Inc., in substantially the same form as the corporation's lease with the California Committee of Correspondence

ANNUAL EXPENSES (ESTIMATED, BASED ON FIRST 7 MONTHS OF 1992)

EMPLOYEE SALARY (NET)	\$10,802.00
EMPLOYEE EXPENSES	1,340.00
EMPLOYEE TAXES	4,000.00
JANITORIAL SERVICES	450.00
UTILITIES AND GARBAGE	2,050.00
SUPPLIES (Misc. and copier)	2,000.00
PHONE AND POSTAGE	175.00
INSURANCE (522 Valencia & San Jose)	4,770.00
TAXES (522 Valencia & San Jose)	5,100.00
IRS INCOME TAX	2,480.00
FTB INCOME TAX	800.00
CPA COST	1,475.00
MISCELLANEOUS	300.00
ATTORNEY'S FEES AND COSTS	<u>12,000.00</u>
TOTAL	\$47,742.00

BUILDING REPAIRS AND MAINTENANCE?????

INCOME (ESTIMATED, BASED ON PROJECTION)

522 Valencia rent from C C of C (at \$250)	\$ 3,000.00
** 522 Valencia rent from Pac. Publish. (at \$400)	4,800.00
Anonymous - donation (at \$800)	9,600.00
Mapes note (at \$500)	6,000.00
Interest on bank accounts (estimated)	<u>1,600.00</u>
TOTAL	\$25,000.00

** - based on former rent - none paid since November 1991

CASH ON HAND AS OF AUGUST 14, 1992

TRUST ACCOUNT (San Jose security deposit)	\$ 1,802.43
* MARKET RATE ACCOUNT	20,629.11
CERTIFICATE OF DEPOSIT	17,797.10
CHECKING ACCOUNT	<u>3,982.66</u>
TOTAL	\$44,211.30

* Originally (12/90) - \$90,000.00. Withdrawals for loans to CP, Book Center, and replenish checking account

ASSETS (OTHER THAN CASH) AS OF AUGUST, 1992

1. 522 Valencia Street; free and clear of all encumbrances: evaluated by insurance company at.	\$ 590,000.00
2. 950 South First Street, San Jose: free and clear of all encumbrances: evaluated by County Assessor at.	389,645.00
3. Note, secured by Deed of Trust on real property in Perris, California, from Mapes, dated 6/25/85, for \$47,900 principal with interest at 11.5% per annum; payable at \$500 until paid in full; principal balance as of 8/1/92.	42,899.74
4. Fax machine (\$500); copier (\$8095); miscellaneous furniture and equipment (\$1,000) (depreciating)	9,595.00
TOTAL	\$1,032,139.74

RENT AT THE RATE OF \$1,760 PER MONTH FOR 5-YEAR LEASE ON SAN JOSE PROPERTY (FOR ALL BUT TWO MONTHS OF TERM OF LEASE) PLUS \$5,000+ REIMBURSEMENT FOR AGENT'S FEE FOR LEASING PROPERTY IS OWED: POSSIBILITY OF SUING FOR THIS, BASED ON GETTING PROPERTY IN CONDITION TO RE-LEASE AND GETTING NEW TENANT.

MINUTES OF THE APRIL 28, 1992 MEETING
OF THE BOARD OF DIRECTORS OF
522 VALENCIA, INC.

The Board of Directors met on April 28, 1992 at 3:00 p.m. at 241 Frederick St., San Francisco, Ca. Board members Willis Wong, Sally Sweet, Lee Brown, Lloyd Vandever and Bill Sorro were present. Kendra Alexander was also present.

The Board uuanimously elected Joe Lindsey to the Board of Directors.

The Board unanimately accepted the by-laws as presented.

It was proposed that Kendra Alexander confer further with Laura Woodward on the possibility of a grant to the Committee of Correspondence as of June 1, 1992.

The Board unanimately agreed to enter into a lease arrangement with the Committee of Correspondence for a year with the front half of the second floor and all of the third floor.

A long discussion was held relative to the property in San Jose, which is now under lease to owners of a food market. The tenant is two months behind in his rent payment and there is damage to the floor and water damage in the basement. It was agreed to ask the tenant to move and make him the following proposals.

1. That all rent due be paid at time of moving.
2. That all late payments be made.
3. That he pay one-half of broker fee.
4. That the security deposit be used for penalties and for repair of buildings.
5. That our attorney should draw up the necessary documents to present to tenant and to act as our agent in the matter.

These proposals were unanimately adopted by the Board of Directors.

There being no further business before the Board, the meeting adjourned at 4:30 p.m.

We hereby approve the within minutes of April 28, 1992 meeting of the Board of Directors of 522 Valencia, Inc.

Willis Wong

Lloyd Vandever

Lee Brown
Lee Brown

Bill Sorro

Essher Brown

Joe Lindsey

Sally Sweet

XIII. THE PAROL EVIDENCE RULE

chapter approach

The parol evidence rule is generally seen as more of a rule of contract law than of evidence. The crucial question here is whether there was an integrated, unambiguous contract. If so, the parol evidence may be inadmissible to vary the terms of the agreement.

A. INTRODUCTION

1. **Statement of Rule:** [§1320] Basically, the parol evidence rule stipulates that when the parties have agreed on a writing as the final embodiment of the terms of their agreement (*i.e.*, an integration), then other evidence (be it oral or written) cannot be considered if it would add to, alter, or contradict the terms of that written agreement.
 - a. **Evidence excluded:** [§1321] Note that, since this rule makes *both* oral (parol) *and* written evidence inadmissible to vary the terms of an integrated agreement, the name “parol evidence rule” is somewhat incomplete. A more appropriate title would be the “rule protecting complete agreements.”
 - b. **Rationale for rule:** A written instrument is *more reliable* and accurate than human memory to establish the terms of an agreement. Also, when there exists a writing which purports to be a memorialization of an agreement, to permit extrinsic evidence of its terms would open the door to possible *fraud* (reasoning similar to the Statute of Frauds and best evidence rule).

B. NATURE OF RULE

The parol evidence rule has two aspects—one *procedural* and the other *substantive*:

1. **Rule of Procedure:** [§1322] The rule operates on the one hand as an exclusionary rule of evidence: Subject to certain recognized exceptions (below), where the terms of an agreement have been reduced to writing, extrinsic evidence of the parties’ negotiations or promises is inadmissible to vary their written agreements.
2. **Rule of Substantive Law:** [§1323] The rule operates primarily as one of substantive law: “The execution of a contract in writing, whether the law requires it to be in writing or not, supersedes all the negotiations or stipulations concerning the matter which preceded or accompanied the execution of the instrument.” [Cal. Civ. Code §1625]
 - a. **Effect:** Since all preliminary negotiations are superseded by the integrated contract, thereafter only the writing is material in determining the rights and obligations of the parties; their preliminary negotiations and discussions cannot be considered. [Restatement of Contracts §237]

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3. **Effect of Failure to Object in Trial Court:** [§1324] The cases are split as to whether the rule is “waived” by failure to object to the introduction of parol evidence in the trial court.
 - a. **Majority view—no waiver:** [§1325] The probable majority view, emphasizing the substantive law aspect of the rule, is that the failure to raise an objection to parol evidence in the trial court is *not* a “waiver” of the rule. Hence, violation of the rule may be used as grounds for appeal, and the appellate court will disregard any improperly admitted parol evidence in review of the case, even though the matter was never raised in the trial court! [92 A.L.R. 810]
 - b. **Minority view contra:** [§1326] However, some courts insist that all issues be raised in the trial court as a prerequisite to appellate review, and therefore hold that the rule *is* waived by failure to make timely objection below; improperly admitted parol evidence can therefore be used to sustain the judgment.
4. **Litigation Involving Third Party:** [§1327] The rule applies only to litigation between the parties to the instrument (and their successors, assigns, etc.). Therefore, if a *third party* is involved in the action, that party may always introduce parol evidence to vary or contradict the instrument. [Dunn v. Price, 112 Cal. 46 (1896)]
 - a. **Admissibility in criminal cases:** [§1328] Thus, parol evidence is usually admissible in criminal cases to contradict the terms of written instruments (letters, contracts, etc.) because the State was not a party to such instruments.

C. SCOPE AND ANALYSIS OF RULE

1. **Rule Applies Only to Integrated Agreements:** [§1329] It should be emphasized that the rule prohibits parol evidence only where it is sought to be used to vary or contradict the terms of an *integrated* written agreement. Thus, unless the written instrument was intended by both parties as the final and exclusive memorial of their dealings, the rule simply does not apply. Hence, the admissibility of parol evidence turns initially on whether the writing is an “integration.”
 - a. **“Integration” depends on parties’ intent**
 - (1) **Preliminary fact question for judge:** [§1330] As a question going to the legal competency of evidence, integration is one of the preliminary fact questions that must be decided by the trial judge (*supra*, §57). [Brawthen v. H. & R. Block, Inc., 52 Cal. App. 3d 139 (1975)]
 - (a) **Role of jury:** [§1331] While the jury takes no part in deciding whether the writing was intended as an integration, if the parol evidence is admitted (*i.e.*, judge finds no integration), the jury *alone* weighs the *effect* of the parol evidence as against the recitals in the written instrument.