

THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA *ex rel.* GEORGE
SAITES,

Plaintiff and Relator,

-against-

CHRISTOS SPYROPOULOS, JOHN GEORGIADES
a/k/a IOANNIS GEORGIADES, FRANCO SUKAJ,
ESTIATORIO LIMANI LLC, LIMANI 51, LLC, LML,
LLC d/b/a PRIME 1024, and ONIRO TAVERNA LLC,

Defendants.

22 Civ. 7001 (ER)

UNITED STATES OF AMERICA,

Plaintiff-Intervenor,

-against-

CHRISTOS SPYROPOULOS, IOANNIS GEORGIADES,
GALATIA ASPROU, ARISTOTELIS SPYROPOULOS,
IORDANIS SPYROPOULOS, LIMANI 51, LLC,
ESTIATORIO LIMANI LLC, LML HOSPITALITY LLC,
ONIRO TAVERNA LLC, BC INTERNATIONAL
GROUP, INC., and BCI SERVICES LLC,

Defendants.

[~~PROPOSED~~] STIPULATION AND ORDER OF SETTLEMENT AND DISMISSAL

WHEREAS, this Stipulation and Order of Settlement and Dismissal ("Stipulation") is entered into by and among (i) plaintiff the United States of America (the "Government" or "United States"), by its attorney, Damian Williams, the United States Attorney for the Southern District of New York, and on behalf of the United States Small Business Administration (the "SBA"), (ii) the

relator George Saïtes (“Relator”), by his authorized representative; and (iii) Christos Spyropoulos, Ioannis Georgiades, Galatia Asprou, Aristotelis Spyropoulos, Iordanis Spyropoulos, Limani 51, LLC (“Limani 51”), Estiatorio Limani LLC (“Estiatorio Limani”), LML Hospitality LLC (“LML Hospitality”), Oniro Taverna LLC (“Oniro Taverna”), BC International Group, Inc. (“BC International”), BCI Services LLC (“BCI Services” and collectively with the other corporate entities, the “Corporate Defendants,” and collectively with all defendants, “Defendants,” and collectively with the Government and Relator, the “Parties”), by their authorized representatives;

WHEREAS, Limani 51 is a company headquartered in New York, New York, that operates a restaurant therein;

WHEREAS, Estiatorio Limani is a company headquartered in Roslyn, New York, that operates a restaurant therein;

WHEREAS, LML Hospitality is a company headquartered in Roslyn, New York, that operates a restaurant therein;

WHEREAS, Oniro Taverna is a company headquartered in Woodbury, New York, that operates a restaurant therein;

WHEREAS, BC International is a company headquartered in Totowa, New Jersey, that distributes and retails fur textiles and apparel across the United States;

WHEREAS, BCI Services is a company headquartered in Totowa, New Jersey, that services and repairs fur textiles and apparel;

WHEREAS, Christos Spyropoulos, Ioannis Georgiades, Galatia Asprou, Aristotelis Spyropoulos, and Iordanis Spyropoulos (collectively, “Individual Defendants”) managed and/or had ownership interests in one or more of the Corporate Defendants;

WHEREAS, the Paycheck Protection Program (“PPP”) was established pursuant to the Coronavirus Aid, Relief, and Economic Security (“CARES”) Act, which was enacted in March

2020 and was designed to provide emergency financial assistance to millions of Americans suffering economic effects caused by the COVID-19 pandemic. One source of relief provided by the CARES Act was the authorization of forgivable loans to small businesses for employee payroll and certain other expenses through the PPP. To obtain a PPP loan, a qualifying business was required to submit a PPP loan application, which is signed by an authorized representative of the business. The loan application requires the business—through its authorized representative—to acknowledge the PPP program’s rules (the “PPP Rules”) and make certain affirmative certifications regarding its eligibility to obtain the PPP loan. In addition, the business is required to provide, among other things, its: (a) average monthly payroll expenses; and (b) number of employees. Following the lender approvals of loan applications, the participating lenders funded the loans, which were 100% guaranteed by the SBA:

WHEREAS, on or about August 11, 2022, Relator filed a complaint under the *qui tam* provisions of the False Claims Act (“FCA”), 31 U.S.C. § 3729 *et seq.*, against, among others, certain of the Defendants alleging, *inter alia*, that they violated the FCA by submitting PPP loan applications with material misstatements that the loan funds would be used only for authorized purposes, and then misappropriated the PPP funds by falsely inflating payroll expenses through the creation of “no show” salaried, managerial jobs for various family members and an associate of Defendants (the “Relator Complaint”);

WHEREAS, the United States alleges that Defendants violated the FCA by knowingly, presenting and making, or causing to be presented and made, false claims and statements in connection with their submission of PPP loan and forgiveness applications. Specifically, the United States alleges that Defendants: (i) inflated payroll figures in their PPP loan and forgiveness applications by misrepresenting that certain family members and an acquaintance of the Individual Defendants were employed by the Corporate Defendants when, in fact, they were not; (ii) inflated

payroll figures in their PPP loan and forgiveness applications by misrepresenting that certain Individual Defendants were “full time employees” when they were not; (iii) inflated payroll figures in their PPP loan and forgiveness applications by submitting incorrect full-time equivalent (“FTE”) employee calculations such that in some instances the same individual was listed as an employee of multiple Corporate Defendants and that individual’s wages was included in each of the Corporate Defendants’ PPP loan and forgiveness applications; and (iv) improperly sought loan forgiveness for payroll costs that exceeded the maximum allowed amount for certain owners and employees of the Corporate Defendants. The conduct described in this Paragraph is the “Covered Conduct” for purposes of this Stipulation;

WHEREAS, contemporaneous with the filing of this Stipulation, the Government is filing a Notice of Election to Intervene and a Complaint-In-Intervention in the above-referenced *qui tam* action (the “Government Complaint”), in which it asserts claims against Defendants under the FCA and common law for the Covered Conduct;

WHEREAS, the Parties have, through this Stipulation, reached a mutually agreeable resolution addressing the claims asserted against Defendants in the Government Complaint and the Relator Complaint for the Covered Conduct;

NOW, THEREFORE, upon the Parties’ agreement, IT IS HEREBY ORDERED that:

TERMS AND CONDITIONS

1. The Parties agree that this Court has subject matter jurisdiction over this action and consent to this Court’s exercise of personal jurisdiction over each of them.
2. Defendants admit, acknowledge, and accept responsibility for the following conduct:
 - a. In April through May 2020, the Corporate Defendants each submitted, through their authorized representatives, applications for first-draw PPP loans to financial institutions. Each Corporate Defendant was approved for and received a first-draw PPP loan as follows: BC International received

- \$3,637,632.00; BCI Services received \$373,647.00; Estiatorio Limani received \$731,124.00; Limani 51 received \$859,772.00; Oniro Taverna received \$329,497.00; and LML Hospitality received \$396,084.62. In June through July 2021, the Corporate Defendants, through their authorized representatives, applied for and received full forgiveness of the first-draw PPP loans, with the exception of BCI Services (which sought partial forgiveness for the funds it received).
- b. In January through May 2021, the Corporate Defendants each submitted, through their authorized representatives, applications for second-draw PPP loans to financial institutions. Each Corporate Defendant was approved and received a second-draw PPP loan as follows: BC International received \$1,999,990.00; BCI Services received \$373,647.00; Estiatorio Limani received \$1,023,571.00; Limani 51 received \$1,185,758.98; Oniro Taverna received \$461,296.67; and LML Hospitality received \$554,518.47. In January through February 2022, the Corporate Defendants, through their authorized representatives, applied for and received full forgiveness for the second-draw PPP loans.
 - c. The Corporate Defendants certified in their PPP loan applications, among other things, that the PPP funds would be used only for permissible costs under the PPP Rules and that the information provided in the application and the supporting documents was true and accurate in all material respects. In their PPP loan forgiveness applications, the Corporate Defendants certified, among other things, that: the dollar amount for which forgiveness was requested was used to pay business costs that were eligible for forgiveness; they had accurately verified the payments for the payroll costs for which they were seeking forgiveness; and the information provided in the applications and supporting documents was true and correct in all material respects.
 - d. In their second-draw PPP loan application and first- and second-draw PPP loan forgiveness applications, Estiatorio Limani, Limani 51, Oniro Taverna, and LML Hospitality misrepresented and inflated their payroll and employee headcounts by including wages attributable to six family members and an acquaintance of the Individual Defendants in the calculation of the PPP loan and PPP loan forgiveness amounts, even though the seven individuals were “no show” employees who never undertook any work for the Corporate Defendants and therefore were ineligible for consideration. As a result, Estiatorio Limani, Limani 51, Oniro Taverna, and LML Hospitality’s payrolls were collectively inflated by approximately \$250,000.00, and these defendants paid such PPP loan proceeds to these non-employees, which was an improper use of PPP funds.
 - e. In its second-draw PPP loan application and first- and second-draw PPP loan forgiveness applications, Limani 51 misrepresented and inflated its payroll and employee headcounts by stating that three Individual Defendants were “full time employees” of the entity when they were not.

- f. In their first-draw and second-draw PPP loan applications and PPP loan forgiveness applications, Estiatorio Limani, Limani 51, Oniro Taverna, LML Hospitality, BC International, and BCI Services each misrepresented and inflated their payroll and headcounts by erroneously listing some of the same individuals as “full time employees” of different companies and including their full wages in the PPP loan and forgiveness applications submitted for each of the companies. For example, in BC International and BCI Services’ second-draw PPP loan forgiveness applications, they each simultaneously listed thirteen individuals as “full time employees” of both companies—and sought forgiveness for the employees’ full wages at both companies—resulting in \$481,240.42 of loan proceeds being paid to these individuals, which was an improper use of funds.
- g. BC International and BCI Services misrepresented in their loan forgiveness applications for their first-draw and second-draw PPP loans that they were entitled to forgiveness for wages paid to their owners and certain employees that exceeded the maximum amount permitted under the PPP Rules. For example, in their first-draw and second-drawn PPP loan forgiveness applications, BC International and BCI Services misrepresented that they were entitled to \$46,154.00 in forgiveness for the wages paid to Aristotelis Spyropoulos, Iordanis Spyropoulos, and Galatia Asprou when, in fact, BC International and BCI Services were entitled to at most \$20,833.00 in forgiveness for each of those defendants under the PPP Rules—resulting in \$334,578.00 of loan proceeds being paid to these individuals, which was an improper use of funds.
- h. Galatia Asprou, Ioannis Geogiades, Aristotelis Spyropoulos, Christos Spyropoulos, and Iordanis Spyropoulos were each involved in preparing the PPP loan and/or forgiveness applications and personally signed certain of the PPP loan and forgiveness applications on behalf of the Corporate Defendants.

* * *

- i. As a result of the above-referenced conduct and misrepresentations, each of the Corporate Defendants requested and received PPP loans for amounts that were substantially above what they were entitled to receive.

3. Defendants shall pay to the Government within fourteen (14) business days of the Effective Date (defined below in Paragraph 27) the sum of \$4,646,700.21, plus interest which shall be compounded annually at a rate of 5.01% accruing from May 5, 2024, to the date of the payment (the “Settlement Amount”) in accordance with instructions to be provided by the Financial Litigation Unit of the United States Attorney’s Office for the Southern District of New York.

Defendants are jointly and severally liable to the Government for the Settlement Amount. Of the Settlement Amount, \$2,358,782.39 constitutes restitution to the United States.

4. Defendants agree to cooperate fully and truthfully with the Government's investigation of entities and individuals not released in this Stipulation. Upon reasonable notice, Defendants shall encourage, and agree not to impair, the cooperation of its directors, officers, and employees, and shall use their best efforts to make available, and encourage, the cooperation of former directors, officers, and employees for interviews and testimony, consistent with the rights and privileges of such individuals. Defendants further agree to furnish to the Government, upon request, complete and unredacted copies of all non-privileged documents, reports, memoranda of interviews, and records in their possession, custody, or control concerning any investigation of the Covered Conduct that they have undertaken, or that has been performed on their behalf by another.

5. Subject to the exceptions in Paragraph 9 (concerning reserved claims), Paragraph 10 (concerning default), and Paragraph 14 (concerning bankruptcy proceedings) below, and conditioned upon Defendants' full compliance with the terms of this Stipulation, including full payment of the Settlement Amount to the Government pursuant to Paragraph 3 above, the Government releases Defendants, including their subsidiaries and corporate predecessors, successors and assigns, from any civil or administrative monetary claim that the Government has for the Covered Conduct under the FCA, the Program Fraud Civil Remedies Act, 31 U.S.C. § 3801-3812, and the common law theories of fraud, payment by mistake, and unjust enrichment. For avoidance of doubt, this Stipulation does not release any current or former officer, director, employee, or agent of Defendants from liability of any kind, except for the Individual Defendants.

6. Defendants fully and finally release the Government, its agencies, officers, employees, servants, and agents from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that Defendants have asserted, could have asserted, or

may assert in the future against the Government, its agencies, officers, employees, servants, or agents related to the Covered Conduct and the Government's investigation, prosecution, and settlement thereof.

7. Subject to the exceptions in Paragraph 9 (concerning reserved claims), Paragraph 10 (concerning default), and Paragraph 14 (concerning bankruptcy proceedings) below, and conditioned on timely payment by Defendants of the full Settlement Amount pursuant to Paragraph 3 above, Relator, for himself and his heirs, successors, attorneys, agents, and assigns, releases Defendants, including its subsidiaries and corporate predecessors, successors, and assigns, as well as all of Defendants' current and former officers, directors, employees, attorneys, and other agents, from any and all manner of claims, proceedings, liens, and causes of action of any kind or description that Relator has against Defendants related to or arising from Relator's Complaint, provided, however, that nothing in this Stipulation shall preclude Relator from seeking to recover his reasonable expenses and attorneys' fees and costs pursuant to 31 U.S.C. § 3730(d) and seeking relief pursuant to 31 U.S.C. § 3730(h).

8. In consideration of the execution of this Stipulation by Relator and the Relator's release as set forth in Paragraph 7 above, Defendants, including their subsidiaries, predecessors, and corporate successors and assigns, as well as all of their current and former officers, directors, employees, attorneys, and other agents, release Relator and his heirs, successors, attorneys, agents, and assigns, from any and all manner of claims, proceedings, liens, and causes of action of any kind or description that Defendants have against the Relator related to or arising from the Relator Complaint.

9. Notwithstanding the releases given in Paragraph 5 above, or any other term of this Stipulation, the following claims of the Government are specifically reserved and are not released by this Stipulation:

- a. any liability arising under Title 26, United States Code (Internal Revenue Code);
- b. any criminal liability;
- c. except as explicitly stated in this Stipulation, any administrative liability or enforcement right, including the suspension and debarment rights of any federal agency;
- d. any liability to the Government (or its agencies) for any conduct other than the Covered Conduct;
- e. any liability based upon obligations created by this Stipulation; and
- f. any liability of individuals, except for the Individual Defendants.

10. Defendants shall be in default of this Stipulation if Defendants fail to make the required payment set forth in Paragraph 3 above on or before the due date for such payment, or if they fail to comply materially with any other term of this Stipulation that applies to them ("Default"). The Government shall provide written notice to Defendants of any Default in the manner set forth in Paragraph 26 below. Defendants shall then have an opportunity to cure the Default within seven (7) calendar days from the date of receipt of the Notice of Default by making the payment due and paying any additional interest accruing under the Stipulation up to the date of payment. If Defendants fail to cure the Default within seven (7) calendar days of receiving the Notice of Default ("Uncured Default"), interest on the remaining unpaid balance shall thereafter accrue at the rate of 12% per annum, compounded daily from the date of Default, on the remaining unpaid total (principal and interest balance). In the event of an Uncured Default, Defendants shall agree to the entry of a consent judgment in favor of the United States against Defendants in the amount of the Settlement Amount as attached hereto as Exhibit A. Defendants also agree that the United States, at its sole discretion, may (i) retain any payments previously made, rescind this Stipulation, and reinstate the claims asserted against Defendants in the Government Complaint, or

bring any civil and/or administrative claim, action, or proceeding against Defendants for the claims that would otherwise be covered by the releases provided in Paragraph 5, with any recovery reduced by the amount of any payments previously made by Defendants to the United States under this Stipulation; (ii) take any action to enforce this Stipulation in a new action or by reinstating the Government Complaint; (iii) offset the remaining unpaid balance from any amounts due and owing to Defendants and/or affiliated companies by any department, agency, or agent of the United States at the time of Default or subsequently; and/or (iv) exercise any other right granted by law, or under the terms of this Stipulation, or recognizable at common law or in equity. The United States shall be entitled to any other rights granted by law or in equity by reason of Default, including referral of this matter for private collection. In the event the United States pursues a collection action, Defendants agree immediately to pay the United States the greater of (i) a ten-percent (10%) surcharge of the amount collected, as allowed by 28 U.S.C. § 3011(a), or (ii) the United States' reasonable attorneys' fees and expenses incurred in such an action. In the event that the United States opts to rescind this Stipulation pursuant to this paragraph, Defendants waive and agree not to plead, argue, or otherwise raise any defenses of statute of limitations, laches, estoppel or similar theories, to any civil or administrative claims that (i) are filed by the United States against Defendants within 120 days of written notification that this Stipulation has been rescinded, and (ii) relate to the Covered Conduct, except to the extent these defenses were available on August 22, 2022. Defendants agree not to contest any offset, recoupment, and/or collection action undertaken by the United States pursuant to this paragraph, either administratively or in any state or federal court, except on the grounds of actual payment to the United States.

11. Defendants, having truthfully admitted to the conduct set forth in Paragraph 2 hereof (the "Admitted Conduct"), agree that they shall not, through their attorneys, agents, officers, or employees, make any public statement, including but not limited to, any statement in a press

release, social media forum, or website, that contradicts or is inconsistent with the Admitted Conduct or suggests that the Admitted Conduct is not wrongful (a "Contradictory Statement"). Any Contradictory Statement by Defendants, their attorneys, agents, officers, or employees, shall constitute a violation of this Stipulation, thereby authorizing the Government to pursue any of the remedies set forth in Paragraph 10 of this Stipulation, or seek other appropriate relief from the Court. Before pursuing any remedy, the Government shall notify Defendants that it has determined that Defendants have made a Contradictory Statement. Upon receiving notice from the Government, Defendants may cure the violation by repudiating the Contradictory Statement in a press release or other public statement within four business days. If any Defendant learns of a potential Contradictory Statement by its attorneys, agents, officers, or employees, the Defendant must notify the Government of the statement within 24 hours. The decision as to whether any statement constitutes a Contradictory Statement or will be imputed to Defendants for the purpose of this Stipulation, or whether Defendants adequately repudiated a Contradictory Statement to cure a violation of this Stipulation, shall be within the sole discretion of the Government. Consistent with this provision, Defendants may raise defenses and/or assert affirmative claims or defenses in any proceeding brought by private and/or public parties, so long as doing so would not contradict or be inconsistent with the Admitted Conduct.

12. Relator and his heirs, successors, attorneys, agents, and assigns shall not object to this Stipulation; Relator further agrees and affirms that the terms of this Stipulation are fair, adequate, and reasonable under all the circumstances, pursuant to 31 U.S.C. § 3730(c)(2)(B).

13. Defendants waive and shall not assert any defenses they may have to any criminal prosecution or administrative action relating to the Covered Conduct that may be based in whole or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the

Constitution, or under the Excessive Fines Clause in the Eighth Amendment of the Constitution, this Stipulation bars a remedy sought in such criminal prosecution or administrative action.

14. In exchange for valuable consideration provided in this Stipulation, Defendants acknowledge the following:

- a. Defendants have reviewed their financial situation and warrant that they are solvent within the meaning of 11 U.S.C. §§ 547(b)(3) and 548(a)(1)(B)(ii)(I) and shall remain solvent following payment to the United States of the Settlement Amount.
- b. In evaluating whether to execute this Agreement, the Parties intend that the mutual promises, covenants, and obligations set forth herein constitute a contemporaneous exchange for new value given to Defendants, within the meaning of 11 U.S.C. § 547(c)(1), and the Parties conclude that these mutual promises, covenants, and obligations do, in fact, constitute such a contemporaneous exchange.
- c. The mutual promises, covenants, and obligations set forth herein are intended by the Parties to, and do in fact, constitute a reasonably equivalent exchange of value.
- d. The Parties do not intend to hinder, delay, or defraud any entity to which Defendants were or became indebted on or after the date of any transfer contemplated in this Stipulation, within the meaning of 11 U.S.C. § 548(a)(1).
- e. If Defendants' obligations under this Stipulation are avoided for any reason (including but not limited to through the exercise of a trustee's avoidance powers under the Bankruptcy Code) or if, before the Settlement Amount is paid in full, Defendants or a third party commences a case, proceeding, or other

action under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors seeking any order for relief of Defendants' debts, or to adjudicate any Defendant as bankrupt or insolvent, or seeking appointment of a receiver, trustee, custodian, or other similar official for any Defendant or for all or any substantial part of any Defendant's assets:

- (1) the United States may rescind the releases in this Stipulation and bring any civil and/or administrative claim, action, or proceeding against Defendants for the claims that would otherwise be covered by the releases provided in Paragraph 5;
 - (2) the United States has an undisputed, noncontingent, and liquidated allowed claim against Defendants in the amount of \$4,646,700.21, less any payments received pursuant to the Stipulation, provided, however, that such payments are not otherwise avoided and recovered from the United States by Defendants, a receiver, trustee, custodian, or other similar official for any Defendant; and
 - (3) if any payments are avoided and recovered by Defendants, a receiver, trustee, custodian, or similar official for any Defendant, the Relator shall, within thirty days of written notice from the United States to the undersigned Relator's counsel, return any portions of such payments already paid by the United States to the Relator.
- f. Defendants agree that any civil and/or administrative claim, action, or proceeding brought by the United States under Paragraph 14(c) above is not subject to an "automatic stay" pursuant to 11 U.S.C. § 362(a) because it would be an exercise of the United States' police and regulatory power. Defendants

shall not argue or otherwise contend that the United States' claim, action, or proceeding is subject to an automatic stay and, to the extent necessary, consent to relief from the automatic stay for cause under 11 U.S.C. § 362(d)(1). Defendants waive and shall not plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel, or similar theories, to any such civil or administrative claim, action, or proceeding brought by the United States within 120 days of written notification to Defendants that the releases have been rescinded pursuant to this paragraph, except to the extent such defenses were available on August 11, 2022.

15. Defendants agree to the following:

- a. Unallowable Costs Defined: All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47) incurred by or on behalf of the Corporate Defendants, the Individual Defendants, or the Corporate Defendants' present or former officers, directors, employees, shareholders, and agents in connection with: (i) the matters covered by this Stipulation; (ii) the United States' civil investigation(s) of the matters covered by this Stipulation; (iii) Defendants' investigation, defense, and corrective actions undertaken in response to the United States' civil investigation(s) in connection with the matters covered by this Stipulation (including attorneys' fees); (iv) the negotiation and performance of this Stipulation; and (v) the payment Defendants make to the United States pursuant to this Stipulation and any payments that Defendants may make to Relator, including costs and attorneys' fees, are unallowable costs for government contracting purposes (hereinafter referred to as "Unallowable Costs").

- b. Future Treatment of Unallowable Costs: Unallowable Costs will be separately determined and accounted for by Defendants, and Defendants shall not charge such Unallowable Costs directly or indirectly to any contract with the United States.
- c. Treatment of Unallowable Costs Previously Submitted for Payment: Within 90 days of the Effective Date of this Stipulation, Defendants shall identify and repay by adjustment to future claims for payment or otherwise any Unallowable Costs included in payments previously sought by the Corporate Defendants or any of their subsidiaries or affiliates from the United States. Defendants agree that the United States, at a minimum, shall be entitled to recoup from Defendants any overpayment plus applicable interest and penalties as a result of the inclusion of such Unallowable Costs on previously submitted requests for payment. The United States, including the Department of Justice and/or the affected agencies, reserves its rights to audit, examine, or re-examine Defendants' books and records and to disagree with any calculations submitted by the Corporate Defendants or any of their subsidiaries or affiliates, regarding any Unallowable Costs included in payments previously sought by Defendants, or the effect of any such Unallowable Costs on the amount of such payments.
- d. Nothing in this Stipulation shall constitute a waiver of the rights of the Government to audit, examine, or re-examine Defendants' books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this Paragraph.

16. This Stipulation is intended to be for the benefit of the Parties only. The Parties do not release any claims against any other person or entity except as otherwise provided herein.

17. Each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Stipulation; provided, however, nothing in this Stipulation shall preclude Relator from seeking to recover his expenses or attorneys' fees and costs from Defendants, pursuant to 31 U.S.C. § 3730(d).

18. Any failure by the Government to insist upon the full or material performance of any of the provisions of this Stipulation shall not be deemed a waiver of any of the provisions hereof, and the Government, notwithstanding that failure, shall have the right thereafter to insist upon the full or material performance of any and all of the provisions of this Stipulation.

19. This Stipulation is governed by the laws of the United States. The exclusive jurisdiction and venue for any dispute relating to this Stipulation is the United States District Court for the Southern District of New York.

20. For purposes of construing this Stipulation, this Stipulation shall be deemed to have been drafted by all Parties to this Stipulation and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

21. This Stipulation constitutes the complete agreement between the Parties with respect to the subject matter hereof. This Stipulation may not be amended except by written consent of the Parties. No prior agreements, oral representations, or statements shall be considered part of this Stipulation.

22. The undersigned counsel and other signatories represent and warrant that they are fully authorized to execute this Stipulation on behalf of the persons and the entities indicated below.

23. This Stipulation is binding on Defendants' successors, transferees, heirs, and assigns.

24. This Stipulation is binding on Relator's successors, transferees, heirs, and assigns.

25. This Stipulation may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Stipulation. E-mails that attach signatures in PDF form or facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Stipulation.

26. Any notice pursuant to this Stipulation shall be in writing and shall, unless expressly provided otherwise herein, be delivered by hand, express courier, or e-mail transmission followed by postage-prepaid mail, and shall be addressed as follows:

TO THE UNITED STATES:

Adam Gitlin
Assistant United States Attorney
86 Chambers Street, Third Floor
New York, New York 10007
adam.gitlin@usdoj.gov

TO DEFENDANTS BC INTERNATIONAL GROUP, INC., BCI SERVICES
LLC, ESTIATORIO LIMANI LLC, LIMANI 51 LLC, LML HOSPITALITY LLC,
AND ONIRO TAVERNA LLC:

Jeffrey Hoffman, Esq.
Gabriel Altman, Esq.
Windels Marx Lane & Mittendorf, LLP
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jhoffman@windelsmarx.com
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TO DEFENDANT GALATIA ASPROU:

Marjan Moussavian, Esq.
Christopher Adams, Esq.
Greenbaum, Rowe, Smith & Davis LLP
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mmoussavian@greenbaumlaw.com
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TO DEFENDANT IOANNIS GEORGIADIS:

Michael Bachner, Esq.
Bachner & Associates, PC
111 Broadway Suite 701
New York, New York 10006
mb@bhlawfirm.com

TO DEFENDANTS ARISTOTELIS SPYROPOULOS, CHRISTOS
SPYROPOULOS, AND IORDANIS SPYROPOULOS:

Jeffrey Hoffman, Esq.
Gabriel Altman, Esq.
Windels Marx Lane & Mittendorf, LLP
156 West 56th Street
New York, New York 10019
jhoffman@windelsmarx.com
galtman@windelsmarx.com

TO RELATOR:

Joseph Ferri, Esq.
Joseph P. Ferri, P.C.
7600 Jericho Turnpike, Suite 201
Woodbury, New York 11797
josephferri@ferrilaw.com

27. The effective date of this Stipulation is the date upon which it is approved by the Court (the "Effective Date").

Agreed to by:

THE UNITED STATES

Dated: June 14, 2024

DAMIAN WILLIAMS

United States Attorney for the
Southern District of New York

By:



ADAM GITLIN

Assistant United States Attorney
86 Chambers Street, Third Floor
New York, New York 10007
Tel.: (212) 637-2734
Attorney for the United States

THE DEFENDANTS

Dated: June 10, 2024

CHRISTOS SPYROPOULOS

By:



Christos Spyropoulos

IOANNIS GEORGIADES

By: _____

Ioannis Georgiades

GALATIA ASPROU

By: _____

Galatia Asprou

Agreed to by:

THE UNITED STATES

Dated: June __, 2024

DAMIAN WILLIAMS
United States Attorney for the
Southern District of New York

By: _____
ADAM GITLIN
Assistant United States Attorney
86 Chambers Street, Third Floor
New York, New York 10007
Tel.: (212) 637-2734
Attorney for the United States

THE DEFENDANTS

Dated: June __, 2024

CHRISTOS SPYROPOULOS

By: _____
Christos Spyropoulos

IOANNIS GEORGIADES

By: _____
Ioannis Georgiades

GALATIA ASPROU

By: _____
Galatia Asprou

Agreed to by:

THE UNITED STATES

Dated: June __, 2024

DAMIAN WILLIAMS
United States Attorney for the
Southern District of New York

By: _____
ADAM GITLIN
Assistant United States Attorney
86 Chambers Street, Third Floor
New York, New York 10007
Tel.: (212) 637-2734
Attorney for the United States

THE DEFENDANTS

Dated: June __, 2024

CHRISTOS SPYROPOULOS

By: _____
Christos Spyropoulos


IOANNIS GEORGIADES

By: _____
Ioannis Georgiades

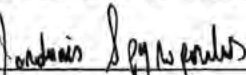
GALATIA ASPROU

By: *Galatia Asprou*
Galatia Asprou

ARISTOTELIS SPYROPOULOS

By: 
Aristotelis Spyropoulos

IORDANIS SPYROPOULOS

By: 
Iordanis Spyropoulos

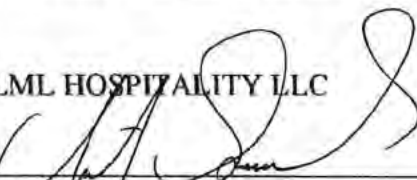
LIMANI 51 LLC

By: _____
Ioannis Georgiades
Co-Owner, Limani 51 LLC

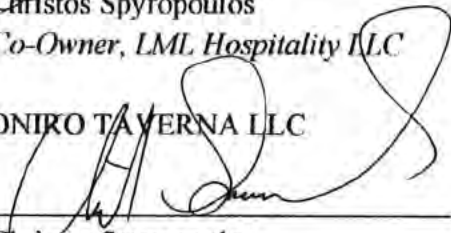
ESTIATORIO LIMANI LLC

By: _____
Ioannis Georgiades
Co-Owner, Estiatorio Limani LLC


LML HOSPITALITY LLC

By: 
Christos Spyropoulos
Co-Owner, LML Hospitality LLC

ONIRO TAVERNA LLC

By: 
Christos Spyropoulos
Co-Owner, Oniro Taverna LLC

BC INTERNATIONAL GROUP, INC.

By: 
Christos Spyropoulos
Co-Owner, BC International Group, Inc.

ARISTOTELIS SPYROPOULOS

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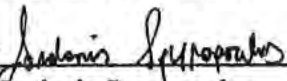
ONIRO TAVERNA LLC

By: _____
Christos Spyropoulos
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Christos Spyropoulos
Co-Owner, BC International Group, Inc.

BCI SERVICES LLC

By: 
Iordanis Spyropoulos
Co-Owner, BCI Services LLC

WINDELS MARX LANE & MITTENDORF, LLP

By: 
Jeffrey Hoffman, Esq.
Gabriel Altman, Esq.
Windels Marx Lane & Mittendorf, LLP
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galtman@windelsmarx.com
*Attorneys for the Corporate Defendants, Aristotelis
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Spyropoulos*

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By: _____
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mb@bhlawfirm.com
Attorney for Ioannis Georgiades

GREENBAUM, ROWE, SMITH & DAVIS LLP

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Christopher Adams, Esq.
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Attorneys for Galatia Asprou

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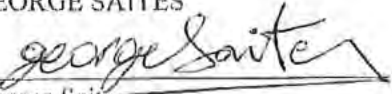
By: _____

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99 Wood Avenue South
Iselin, New Jersey 08830
mmoussavian@greenbaumlaw.com
cadams@greenbaumlaw.com
Attorneys for Galatia Asprou

RELATOR

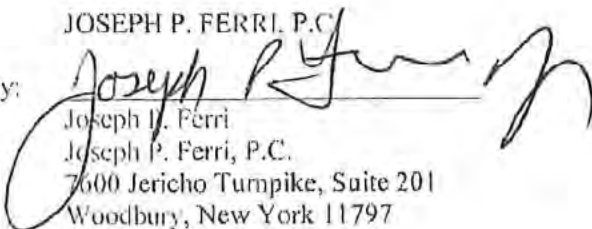
Dated: June 12, 2024

GEORGE SAITES



George Saïtes
Relator

Dated: June 12, 2024

JOSEPH P. FERRI, P.C.

By: 
Joseph P. Ferri
Joseph P. Ferri, P.C.
7600 Jericho Turnpike, Suite 201
Woodbury, New York 11797
josephferri@ferrilaw.com
Attorney for Relator

SO ORDERED:



HON. EDGARDO RAMOS
UNITED STATES DISTRICT JUDGE

Dated: June 20, 2024

Ex. A

**THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

UNITED STATES OF AMERICA *ex rel.* GEORGE
SAITES.

Plaintiff and Relator,

-against-

CHRISTOS SPYROPOULOS, JOHN GEORGIADES
a/k/a IOANNIS GEORGIADES, FRANCO SUKAJ,
ESTIATORIO LIMANI LLC, LIMANI 51, LLC, LML,
LLC d/b/a PRIME 1024, and ONIRO TAVERNA LLC.

Defendants.

UNITED STATES OF AMERICA.

Plaintiff-Intervenor.

-against-

CHRISTOS SPYROPOULOS, IOANNIS GEORGIADES,
GALATIA ASPROU, ARISTOTELIS SPYROPOULOS,
IORDANIS SPYROPOULOS, LIMANI 51 LLC,
ESTIATORIO LIMANI LLC, LML HOSPITALITY LLC,
ONIRO TAVERNA LLC, BC INTERNATIONAL
GROUP, INC., and BCI SERVICES LLC.

Defendants.

22 Civ. 7001 (ER)

CONSENT JUDGMENT

Upon the consent of Plaintiff the United States of America and Defendants Christos Spyropoulos, Ioannis Georgiades, Galatia Asprou, Aristotelis Spyropoulos, Iordanis Spyropoulos, Limani 51 LLC, Estiatorio Limani LLC, LML Hospitality LLC, Oniro Taverna LLC, BC International Group, Inc., and BCI Services LLC, it is hereby

ORDERED, ADJUDGED and DECREED that Plaintiff the United States of America is awarded judgment in the amount of \$4,646,700.21 jointly and severally against Christos Spyropoulos, Ioannis Georgiades, Galatia Asprou, Aristotelis Spyropoulos, Iordanis Spyropoulos, Limani 51 LLC, Estiatorio Limani LLC, LML Hospitality LLC, Oniro Taverna LLC, BC International Group, Inc., and BCI Services LLC, as well as post-judgment interest at the rate of 12% per annum compounded daily.

Agreed to by:

THE UNITED STATES

Dated: ~~May~~ ^{June} 19, 2024

DAMIAN WILLIAMS

United States Attorney for the
Southern District of New York

By:



ADAM GITLIN

Assistant United States Attorney
86 Chambers Street, Third Floor
New York, New York 10007
Tel.: (212) 637-2734
Attorney for the United States

THE DEFENDANTS

Dated: May 15, 2024

CHRISTOS SPYROPOULOS

By:



Christos Spyropoulos

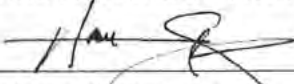
IOANNIS GEORGIADES

By: _____
Ioannis Georgiades

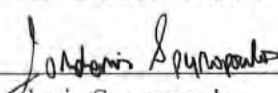
GALATIA ASPROU

By: _____
Galatia Asprou

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By:  _____
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IORDANIS SPYROPOULOS

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Ioannis Georgiades

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jhoffman@windelsmarx.com

galtman@windelsmarx.com

Attorneys for Limani 51 LLC, Estiatorio Limani LLC, LML Hospitality LLC, Oniro Taverna LLC, BC International Group, Inc., BC Services LLC, Aristotelis Spyropoulos, Christos Spyropoulos, and Iordanis Spyropoulos

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Iselin, New Jersey 08830
mmoussavian@greenbaumlaw.com
cadams@greenbaumlaw.com
Attorneys for Galatia Asprou

SO ORDERED:



HON. EDGARDO RAMOS
UNITED STATES DISTRICT JUDGE

Dated: June 20, 2024

BACHNER & ASSOCIATES, PC

By: _____

Michael Bachner, Esq.
Bachner & Associates, PC
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New York, New York 10006
mb@bhlawfirm.com
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UNITED STATES DISTRICT JUDGE

Dated: _____, 2024