

IN THE CIRCUIT COURT FOR MONTGOMERY COUNTY, MARYLAND

THE MASONIC AND EASTERN STAR HOME :
OF THE DISTRICT OF COLUMBIA :
CHARITIES, INC. :
8403 Colesville Road :
Suite 640 :
Silver Spring, MD 20910, :

Plaintiff :

v. :

Civil Case No.: C-15-CV-22-001607
Judge David W. Lease

DANIEL A. HUERTAS :
3559 Early Woodland Place :
Fairfax, VA 22031 :

and :

ANNAS F. KAMARA :
6901 Cherry Field Road :
Fort Washington, MD 20744 :

and :

AKRAM R. ELIAS :
6100 Westchester Park Drive :
Apt. 704 :
College Park, MD 20740 :

and :

CHETIN DURAK :
1820 37th Street, NW :
Washington, DC 20007 :

and :

MICHAEL YAICH :
2020 Pennsylvania Avenue, NW, # 447 :
Washington, DC 20006 :

and :

STEIN SPERLING BENNETT
DE JONG DRISCOLL PC

ATTORNEYS AT LAW
1101 WOOTTON PARKWAY,
SUITE 700
ROCKVILLE, MARYLAND 20852

TELEPHONE 301-340-2020

JEREMY S. BARNES
10221 River Road
P.O. Box 60963
Potomac, MD 20854-4999

and

JACOB BRESSMAN
11 Gibson Court
Gaithersburg, MD 20878

and

THE GRAND LODGE FAAM OF THE
DISTRICT OF COLUMBIA
5428 Macarthur Blvd NW
Washington, DC 20016,

SERVE: Grand Master,
presently Defendant Annas Kamara

Defendants.

**FOURTH AMENDED COMPLAINT
FOR DECLARATORY, EQUITABLE, AND RELATED RELIEF¹**

Plaintiff, The Masonic and Eastern Star Home of the District of Columbia Charities, Inc. (“MESH”), by and through its attorneys, Alexia Kent McClure, Eduardo S. Garcia, and Stein Sperling Bennett De Jong Driscoll PC, hereby sues and demands a declaratory judgment, equitable relief, and related legal relief (“Complaint for Relief”), against Daniel A. Huertas, Annas F. Kamara, Akram R. Elias, Chetin Durak, Michael Yaich, Jeremy S. Barnes, and Jacob Bressman (collectively, “Defendants”), and The Grand Lodge FAAM of the District of Columbia (“Grand Lodge” or “grand lodge”), stating as follows:

¹ To the extent that this Fourth Amended Complaint asserts claims and/or relief subject to pertinent parts of this Court’s September 29, 2023 rulings on Defendants’ Rule 2-322 Motion to Dismiss Plaintiff’s Third Amended Complaint for Declaratory, Equitable, and Related Relief, such claims and relief are asserted to preserve the record for appeal.

INTRODUCTION

1. MESH is a charity established by an Act of Congress in 1902.²
2. MESH is organized as a non-profit corporation, maintained pursuant to Internal Revenue Code § 501(c)(3).
3. For over a century, MESH's mission has focused on providing for the welfare and care of needy sisters of the Grand Chapter, Order of the Eastern Star, brothers of an unincorporated association known as Grand Lodge, and as feasible, to others.
4. Since in or about the Fall of 2021, Defendants have been targeting MESH with an assortment of improper means.
5. Defendants' improper means include defaming MESH; weaponizing topic of a COVID Relief Fund; intentionally interfering with key contracts and economic relationships of MESH; using a suspension provision and other provisions of a Masonic Code in a manner never intended, and in bad faith, to curtail MESH's outreach to those in need, lodges, chapters, and others in the community; and spreading false and defamatory (dis)information, instilling fear, and employing coercive, intimidating, and retaliatory tactics, against persons and bodies in the Masonic community who demonstrate any form of support for MESH.
6. Defendants have inflicted harm, damage, and loss on MESH, and have placed MESH at risk of irreparable harm. The harm, damage, and loss sustained by MESH has manifested itself at macro and micro levels:
 - a. Macro level harm, damage, and loss includes that Defendants' concerted actions at issue in this action have (i) caused destabilization/loss of trust in this charity of 120 years and its management, its greatest intangible asset; (ii) lowered MESH in the estimation of the Masonic community and beyond, largely facilitated by defamation to include innuendo, implication, and statements about misappropriation of funds, failure to comply with law,

² A copy of the historical original Charter, by Act of Congress in 1902, is attached to the initial Complaint for Relief (filed April 15, 2022) as Exhibit 1 and adopted herein.

failure to follow practices applicable to a charity, failure to follow internal procedures, and impropriety generally; (iii) censored speech of any person or body in support of MESH; and (iv) curtailed outreach to those in need of care, aid, and all-around support, for whom MESH, by mission and purpose, is dedicated to serve.

- b. Micro level harm, damage, and loss includes that Defendants’ concerted actions at issue in this action have (i) chilled lodges and other Masonic bodies and their leaders from having MESH appear, present, and/or fundraise; (ii) caused actual loss to MESH of value of services rendered and paid to its Executive Director Jesse Villarreal and key employee Morgan Corr, and further actual and/or pecuniary loss directly associated with, for example, the 120th Anniversary event and other loss of event-related opportunities; and (iii) disinvitation from opportunities to inform, fundraise, present, and effectively advance MESH³.

PARTIES

7. MESH is a non-profit, charitable corporation, maintained pursuant to Internal Revenue Code § 501(c)(3). For the vast majority of the past two decades, MESH has maintained its principal place of business in Montgomery County, Maryland.

8. Defendant Daniel A. Huertas (“Defendant Huertas”) is an adult individual who upon information and belief resides in the Commonwealth of Virginia. Defendant Huertas identified as 2022 “grand master” of grand lodge, an unincorporated association that reports as a tax-exempt fraternal organization—not as a non-profit or other charitable organization.

9. Defendant Annas F. Kamara (“Defendant Kamara”) is an adult individual who resides in the State of Maryland. Defendant Kamara identified as 2022 “deputy grand master” of grand lodge and now identifies as “Grand Master.”

10. Defendant Akram R. Elias (“Defendant Elias”) is an adult individual who resides in the State of Maryland. Upon information and belief, at all times pertinent to this Complaint for Relief, Defendant Elias has not identified as an elected or an appointed “officer” of grand lodge.

³ A handful of illustrative specific instances of this are identified below at ¶¶ 122-23.

11. Defendant Chetin Durak (“Defendant Durak”) is an adult individual who upon information and belief resides in the District of Columbia. Defendant Durak identified as 2022 “senior grand deacon” of grand lodge. Upon information and belief, in recent years, Defendant Durak has participated in, attended, and at times organized and/or led conferences and other Masonic-related gatherings with other Defendants in Montgomery County, Maryland and in Cockeysville, Maryland, in connection with his involvement with other Defendants, among others.⁴ On January 28, 2023, Defendant Chetin Durak appeared at the offices of MESH, joined in person with most of the other Defendants, seeking to gain unlawful entry, without authorization, legal excuse or justification, to MESH’s annual meeting.

12. Defendant Michal Yaich (“Defendant Yaich”) a/k/a Nizar Michael Yaich is an adult individual who resides in the District of Columbia. Upon information and belief, at all times pertinent to this Complaint for Relief, Defendant Yaich has not identified as an elected or an appointed “officer” of grand lodge.

13. Defendant Jeremy S. Barnes (“Defendant Barnes”) is an adult individual who upon information and belief resides in Montgomery County, Maryland and/or uses Montgomery County, Maryland as his United States’ base of operations, including but not limited to, for maintaining a driver’s license and motor vehicle licensing. Upon information and belief, Defendant Barnes identified as chair of a “2022 Committee on Accounts and Audit.”

⁴ On January 23, 2023, Defendant Durak, in Part I (of II) of his jurisdictional discovery deposition also testified about business activities he conducted in recent years in the State of Maryland (including specifically in Germantown, Montgomery County, Maryland), and other specific activities in the State of Maryland. Defendant Durak identified as a member of MESH’s Assembly of Representatives in several years as part of the decade(s) that MESH’s principal place of business was located at 8401 Connecticut Avenue in Chevy Chase, Montgomery County, Maryland.

14. Defendant Jacob Bressman (“Defendant Bressman”) is an adult individual who resides in Montgomery County, Maryland. Upon information and belief, Defendant Bressman identified as the 2022 “senior grand warden” of grand lodge.

15. At all times pertinent, four Defendants (excepting Defendant Elias, Defendant Yaich, and Defendant Barnes), identified as 2022 “officers” of grand lodge.

16. As to all subject matter of this Complaint for Relief, at all times Defendants have acted outside the scope of any alleged or purported authority or “umbrella” of grand lodge.

17. By virtue of the combination, confederation, and conspiracy by and between Defendants, further detailed herein and in Counts II and III, an action by any one of Defendants, as to the subject matter of this Complaint for Relief, has constituted an act of all Defendants, and each is liable equally for the harm suffered by MESH that is described herein.⁵

18. To the extent an act of a specific individual Defendant is alleged below, that act was done by agreement with the aid, encouragement, assistance, and/or other form of support of the other Defendants.⁶

18.1 Grand Lodge is an unincorporated association added as a party Defendant, pursuant to Court ruling at motions hearing on September 29, 2023.⁷

⁵ As such, unless otherwise specified, references in this Complaint for Relief to Defendant(s) means one or more Defendants acting as part of their combined actions described herein. Each is responsible for the acts of the other in connection with Defendants’ conduct described in this Complaint for Relief.

⁶ This allegation applies throughout this Complaint for Relief, and in lieu of restating it at every pertinent instance, it is adopted by reference in each and all of Counts I – VII below.

⁷ Plaintiff respectfully disagrees that grand lodge is a necessary party based on the allegations in the Third Amended Complaint that are restated herein, as well as the established component elements of the non-joinder exception (knowledge of litigation; ability to join; failure to do so), and thus reserves all rights on this issue. Excepting only this necessary parties issue, this Complaint for Relief substantively is identical to the Third Amended Complaint.

JURISDICTION & VENUE

19. Subject matter jurisdiction is proper in this Court pursuant to MD. CODE ANN., CTS. & JUD. PROC. § 1-501 (2020 Repl. Vol.).

20. Personal jurisdiction is proper in this Court pursuant to MD. CODE ANN., CTS. & JUD. PROC. §§ 6-102 and 6-103(b) (2020 Repl. Vol.).

21. Venue is proper in this Court pursuant to MD. CODE ANN., CTS. & JUD. PROC. § 6-201 and § 6-202 (2020 Repl. Vol.).

22. Much of Defendants' conduct, such as described herein, took place in, had effect in and/or caused injury in the State of Maryland. For example, discovery received from Defendants to date reveals that various acts, some documented, and including overt acts such as planning, strategizing, and carrying out same as described herein, were undertaken by certain Defendants, including in particular Defendant Kamara, Defendant Elias and Defendant Bressman, in the State of Maryland. Defendants, including in particular Defendant Huertas, Defendant Durak, Defendant Kamara, Defendant Elias, and Defendant Bressman, participated in and communicated with each other, as to planning, strategizing and exchanging various decisions, drafts, revisions, and plans of attack, in connection with certain of the improper and otherwise unlawful actions at issue here, including by and between Defendants located in the State of Maryland.

PERTINENT FACTS

MESH

23. At the outset of MESH in 1902, members of the Order of the Eastern Star ("OES") were looking for a way to help care for their aged or inform members and members' orphans, and petitioned Congress for a charter.

24. MESH's purposes include, in pertinent part as follows:

To assist the homeless, the sick, the needy and/or the infirm, including the members of the District of Columbia Masonic and Eastern Star organizations and legal dependent family in need, by providing financial aid and other support. This includes, but not limited to: housing, health care, long term care, at home services, medical, nursing, appropriate residential and nursing care at appropriate facilities, physical and mental health care services, civic, recreational, social and cultural activities, and other services ancillary thereto, to the extent that MESH is able to so provide and under such terms and conditions as the Board of Directors of MESH deems appropriate under the circumstances; and

To distribute property and extend financial aid and support through grants, gifts, contributions, or other assistance to qualified Section 501(c)(3) organizations and other appropriate donees for charitable purposes and engage in other purposes and activities as permitted by Section 501(c)(3) of the Internal Revenue Code and the Treasury Regulations thereunder[.]⁸

25. Pursuant to MESH’s Bylaws, specifically Article V, Section 5.1 titled, “MANAGEMENT,” “The business and affairs of MESH shall be managed, directed, and controlled by the Board of Directors which shall be the governing body of MESH.”

26. MESH has an “Assembly of Representatives.” The primary purpose of the Assembly of Representatives is as a liaison with lodges and chapters to identify and facilitate aid to those in need.

27. The Assembly of Representatives comprises about 70 Representative seats, of which the vast majority presently are filled. Pursuant to MESH’s Bylaws, up to six of the members of the Assembly of Representatives may source from grand lodge. Grand lodge itself is not, and never has been, a representative of MESH.⁹

28. On January 13, 2022, the highly esteemed Harold Grainger, 91 years young, who has served MESH for about 50 years, including as a member of the Board of Directors, and for roughly a decade as Chair of the Board, wrote, in pertinent part, as follows:

I serve on a Charity established by an Act of Congress, this Charity has By-laws for its governance, any actions taken are the result of agreement between members

⁸ MESH Amended and Restated Bylaws (“MESH Bylaws”) at Article III, “PURPOSES.”

⁹ MESH Bylaws at Article IV, “REPRESENTATIVES.”

of the Masonic Fraternity elected thereto and members of the O.E.S. who are also elected. At no time can this Charity accept or allow anyone not elected thereto to impose their desires or wants not agreed to under the By-laws regardless of rank or position.

MESH Leadership Overview

29. On January 22, 2022, Neal Jarvis, a longstanding member of MESH's Board of Directors, and long-time Maryland resident, was elected as Chair of the Board. Neal Jarvis has served MESH for more than a decade.

30. Since on or about January 24, 2015, Jesse Villarreal has served MESH as its highest-level employee, first as "President" and later reclassified as Executive Director.¹⁰

31. MESH employs Executive Director Jesse Villarreal pursuant to an Executive Employment Agreement dated January 1, 2019 (and Addendum thereto). The Executive Employment Agreement between MESH and Jesse Villareal provides, in pertinent part, "Executive Director shall devote his best efforts and his full business time and attention to the business and affairs of MESH"; Executive Director "shall perform such duties as are customary for such position and such duties as may be assigned to him by the Board"; and Executive Director shall protect the confidential and proprietary character of all confidential information and to comply with HIPAA as to those seeking or receiving aid and/or residents under the care of MESH.

32. Since October 1, 2019, MESH has employed Morgan Corr as a key employee ("Key Employee" or "Morgan Corr"). Since in or about Spring of 2021, Morgan Corr has served as MESH Director of Development and Communications.

¹⁰ Previously, for two years, Jesse Villarreal served as MESH Chair of the Board, and he had been a member of MESH Board of Directors dating about a decade (in or about 2012). At all times pertinent, MESH has had in place with Jesse Villarreal, Executive Director an Executive Employment Agreement by its terms governed by Maryland law, with a venue provision specific to Courts situated in Montgomery County, Maryland.

MESH's Non-Disclosure Policy

33. MESH has a longstanding Non-Disclosure Policy addressing, in pertinent part, confidentiality of information that MESH considers to be of a confidential or sensitive nature. At all times pertinent, MESH's Non-Disclosure Policy has required, in pertinent part, MESH's Directors, Officers and Representatives "to keep secret [MESH] confidential and proprietary information, and to otherwise promote and protect the interests of MESH." Pursuant to MESH's Non-Disclosure Policy, identity of applicants, and other documentation, including containing "any information that relates to HIPAA; records, and material in any form that in any way incorporate, embody, or reflect any confidential information or that relates to MESH activities will belong exclusively to MESH[.]" This includes information relating to the health and financial information of Members of the Masonic family served by MESH, in any form pertaining to MESH.

34. MESH's longstanding Non-Disclosure Policy is rooted in the heart of the Masonic community since inception a century+ ago—"care for sisters and brothers. That care for our sisters and brothers includes respect for sisters' and brothers' privacy rights, particularly in times of trouble."

The Non-Disclosure policy reflects the practice and tradition of Eastern Star Chapters and Masonic Lodges in connection with, in pertinent part [], any member's request for assistance. Generally a member's request for assistance is handled by a select few, and when the chapter or lodge votes to provide relief, that generally includes inherent privacy protection for the member.

35. At all times pertinent, and as detailed below in Count IV, Defendants have known of MESH's Non-Disclosure Policy and associated agreements to abide by same ("Non-Disclosure Policy agreements").

36. Specifically, at times, a subset of Defendants were MESH Representatives and agreed to be bound by MESH's Non-Disclosure Policy.

37. As part of the longstanding practice and policy of safeguarding certain information of a confidential or sensitive nature, consistent with the purposes of MESH and respecting of privacy rights of, for example, the many it has helped care for, at MESH meetings, such as annual Assembly meetings, part of in person check-in has included addressing, among other things, reaffirmation of the Non-Disclosure Policy and practice. MESH Representatives, Officers, Directors, employees and volunteers regularly are required to reaffirm acceptance of and adherence to the Non-Disclosure Policy.

38. Beginning in and around the Fall of 2021, Defendants commenced directly and indirectly inducing from certain MESH Representatives and Board members confidential and proprietary information, including non-public matter. This is detailed below in Count IV.

Grand Lodge

39. Grand lodge is an unincorporated association located at 5428 Macarthur Boulevard NW in the District of Columbia.

40. The mission of grand lodge, according to the unincorporated association's under oath filings with the Department of the Treasury, I.R.S., strictly is, "THE GOVERNING BODY SERVING CONSTITUENT MASONIC LODGES IN WASHINGTON, DC." [Emphasis in original.]

41. Grand lodge, under oath in its I.R.S. Form 990, denies having "local chapters, branches, or affiliates."¹¹

42. Grand lodge, under oath in its I.R.S. Form 990, describes itself as follows:

[Grand Lodge—DC] PROVIDES GUIDANCE TO CONSTITUENT LODGES AND HOLDS MEETINGS WHICH OFFERS OPPORTUNITIS [sic] FOR MEMBERS TO GATHER AND SHARE COMMON INTERESTS [GRAND

¹¹ Grand lodge—DC I.R.S. Form 990 at page 6, answer to question 10(a). See Exhibit 2 to the initial Complaint for Relief and adopted herein.

LODGE—DC] ALSO MAINTAINS A MUSEUM AND LIBRARY OF HISTORICAL ARTIFACTS RELATED TO FREE MASONRY

[Emphasis in original.]

43. Grand lodge has affirmed to the Department of the Treasury that the unincorporated association known as grand lodge does *not* have a written conflict of interest policy, does *not* have a written whistleblower policy, and does *not* have a written document retention and destruction policy.

44. There is a “Masonic Code” published by grand lodge that provides, in pertinent part, at SEC. 1000.02.1863:

The authority of the Grand Lodge is exclusive and supreme only within its legal bounds and over the subjects of Masonic law. Outside of her acknowledged limits she has no authority whatever over Masons, and one, anywhere, over profanes.

45. The grand lodge “Constitution” Preamble states, in pertinent part, that Freemasonry is “devoted to the promotion of the welfare and happiness of mankind.”

46. By definition, grand lodge is *not* a non-profit or a charitable organization.

47. Grand lodge reports to the Department of the Treasury as a fraternal organization and maintains its income tax-exempt status by, in pertinent part, pursuing the reported tax-exempt mission identified above.

48. At all times pertinent, grand lodge has, in notable part, if not wholly, deviated from its original purpose(s), based on Defendants’ conduct described herein.

49. Grand lodge does not, and never has had, any rights, in any part, of governance of MESH.

50. The governing documents of grand lodge are contained in the Masonic Code and include, for example, documents purporting to be a “Constitution” and “By-laws.” The Masonic

Code functions as a set of rules and procedures under which Defendants purport to abide, operate and follow.

51. As to the subject matter of this action, Defendants largely, if not wholly, have not followed the purported governing documents of the unincorporated association.

52. This includes, for example, Sec. 1003.09, “The Grand Master: Judicial Authority over Individual Masons,” that was a significant part of Defendants’ leverage to accomplish the interference described in Counts IV and VII, as well as addressed below in Count VI (Malicious Use of Process).

53. This also includes, for example, Sec. 1003.11, “The Grand Master: Financial Authority.” None of Defendants’ demands for sensitive, confidential MESH information fall within the letter or spirit of this Section, the Masonic Code as a whole, or pursuant to a recognized legal right.

54. This also includes, for example, Sec. 1005.16, “Committee on Accounts and Audit: Composition and Duties,” that states, in pertinent part, as follows:

The Committee shall be responsible for reviewing the Grand Lodge’s financial controls, tax filings and audit functions. The Committee shall be responsible for selecting and engaging an independent auditor of the Grand Lodge’s financial records, and shall receive the annual audit and consider any items arising from same.

55. Defendant Barnes in substance specifically acknowledged under oath the absence of legal authority, excuse, or justification for these Defendants’ financial and confidential information demands directed at MESH.

COVID Relief Fund

56. On March 18, 2020, MESH published a notice, “MESH Update and COVID relief” directed to MESH Representatives, and shared the notice with Masters of Lodges and Worthy

Matrons of Chapters, as well as the Grand Chapter and grand lodge. The notice states, in pertinent part, as follows, “[D]ue to this emergency and anticipating a need from some of our members, the Board of Directors of MESH has set up a new fund to address this one issue, COVID19.”

57. On or about March 8, 2021, MESH, by its Executive Director, orally communicated, in pertinent part, as follows:

Since the [COVID Relief] Fund was established we’ve received donations from over 100 individual members ranging in size from \$30 to over \$1,000 with many of them recurring monthly. We’re also grateful for the leadership level donations from our affiliated Masonic organizations, some of which are over \$20,000 just from individual groups. Together between individual and organizational donations we’ve raised over \$250,000 but the need is great, we continue to receive requests for assistance. We strive to react within 48 hours to any case that is related to the ongoing pandemic. We’ve to date given out over \$175,000 in relief.

58. Past grand master 2020, Michael D. Nicholas Sr., who led grand lodge at the time of creation of the COVID Relief Fund, memorialized, in pertinent part, as follows:

Another important consideration was that neither the Grand Lodge nor any other person out of MESH should know who received the aid. This was a desire on my part, since all the separate organizations (and indeed the individual Lodges) had their own process and rules, but almost all of them included the provision that such charitable aid should be a private matter.

59. Upon information and belief, about forty (40) organizations, and more than one-hundred (100) individuals donated to the COVID Relief Fund.

60. MESH is the single largest donor to the COVID Relief Fund. Upon information and belief, the amount donated by MESH to the COVID Relief Fund is eight times (8x) that donated by grand lodge to the COVID Relief Fund.

61. Upon information and belief, grand lodge did not, would not, and could not properly report COVID Relief Funds on its Department of the Treasury I.R.S. Form 990.¹²

¹² A copy of three pages of the grand lodge—DC I.R.S. Form 990 – Tax year 2019, redacting ID number and monetary references, is attached to the initial Complaint for Relief as Exhibit 2 and is adopted herein.

62. Beginning in and around January 2022, Defendants took a tack of, in pertinent part, recasting the COVID Relief Fund as a grand lodge fund. The COVID Relief Fund does not, and never has, belonged to grand lodge.

63. Defendants know, and at least one Defendant admitted in writing, on or about February 3, 2022, that “legally” MESH “owns” the COVID Relief Fund.

Weaponizing the COVID Relief Fund

64. Despite MESH’s long-standing Non-Disclosure Policy and Defendants’ knowledge of same, beginning in and around January 2022, Defendant Huertas, by agreement of and with the aid and assistance of Defendant Bressman, Defendant Durak, and Defendant Barnes, commenced demanding from MESH confidential information about the COVID Relief Fund and the identity and other information about the persons who sought and received aid.

65. On or about January 7, 2022, Defendants Huertas directed a communication be sent to MESH Key Employee Morgan Corr, stating in pertinent part as follows:

Grand Master is directing that all records, including, but not limited to financial reports, and recipients of the COVID relief fund since inception be provided to RWB Durak

66. Neither Defendants in their individual capacity nor the unincorporated association known as grand lodge ever have been entitled to receive MESH confidential information, including in connection with the COVID Relief Fund, persons who sought or received aid, or otherwise.

67. On January 12, 2022, MESH, by counsel, wrote a letter to Defendant Huertas, stating, in pertinent part, as follows:

As you already may recognize, Mr. Corr is not the proper person to receive, process, or address a request of MESH for “all records including, but not limited to financial reports, and recipients of the COVID relief fund since inception[.]” As you know, Mr. Corr is a MESH employee who assists with certain operational matters. Receiving, processing, or addressing such a request is not within the scope of Mr. Corr’s employment for MESH. Receiving, processing, or addressing such a

request also would not have been within the scope of the volunteer interface capacity he kindly fulfilled.

Please direct any request you have for information regarding the COVID Fund, beyond what collectively was contemplated, and MESH consistently and regularly has provided, to MESH, Attention: Jesse Villarreal, Executive Director, with a cc: to the undersigned as MESH outside general counsel. When you do so, please be precise as to the specific additional information you are requesting, and for each component, the precise purpose/reason for the request. You doing so will facilitate MESH providing a meaningful response. If what you are seeking in part is protected, confidential information, such as, for example, (i) disclosure of precise identity of donors and/or recipients, and/or (ii) matters that would involve health care information or the like, any request along those lines necessarily would involve privacy considerations, contractual considerations, and other legal considerations.

Defendant Huertas chose to disregard, and never responded to the letter, as well as a later Cease and Desist letter dated February 24, 2022.

68. On January 19, 2022 at about 4:11 p.m., Defendant Huertas, by agreement and/or with the aid, encouragement, assistance and/or support of Defendants, directed an electronic mail be sent to MESH Key Employee Morgan Corr, stating in pertinent part as follows: “It is the order of the Most Worshipful Grand Master that all detailed records (names, amounts, dates, reason, etc.) related to the Grand Lodge COVID relief fund be transferred to [Defendant Durak].” Response was demanded by Friday, January 21, 2022 at 5 p.m. Defendant Huertas concluded the electronic mail with, “This is your second and final notice.”¹³

69. Despite Defendants’ persistent, improper demands for MESH’s confidential information, disclosure of which would violate, for example, MESH’s Non-Disclosure Policy, Defendants knew that they were not entitled to receive same.

¹³ Under thirty minutes before the January 19, 2022 at about 4:11 p.m. electronic mail identified immediately above, Defendants transmitted an electronic mail communicating an unauthorized, purported “withdrawal[al] and rescind[ing] of Peter Brusoe’s elected position as a Representative to MESH.

70. At the direction of Defendant Huertas and Defendant Barnes, Defendants facilitated/sought a Request for Proposal for an audit improperly purporting to include the COVID Relief Fund. Defendant Barnes was advised by an accountant with the audit firm Gorfine Schiller Gardyn, in substance that auditing of the COVID Relief Fund was outside the scope of the financial statements sought.

71. By letter dated March 21, 2022, Defendant Barnes, purporting to act as “Chair, 2022 Committee on Accounts and Audit” of grand lodge, and acknowledging no legal right to the information, asserted a set of knowingly improper demands on MESH, including for “records,” “lists,” “descriptions,” “bank statements” (that are not his, or of any Defendants or grand lodge), and a “statement from the MESH Charities’ Board.” MESH, by counsel, responded, in pertinent part, as follows:

[] The second paragraph of your letter sets forth your wholly inaccurate alleged factual premise, including in pertinent part, that the Grand Lodge—DC “represent[] the largest donor to the [COVID Relief] Fund[.]” That is not true. In fact, that is not in the vicinity of truth. By way of example, the amount of MESH’s total donation to the COVID Relief Fund is multifold that of the Grand Lodge—DC. Aside from the wholly inaccurate, alleged factual premise of your set of demands, your set of demands lack any applicable legal support. The mission of the Grand Lodge—DC, according to the unincorporated association’s filings with the Department of the Treasury, Internal Revenue Service, strictly is, “THE GOVERNING BODY SERVING CONSTITUENT MASONIC LODGES IN WASHINGTON, DC.” [Emphasis in the original filings of the Grand Lodge—DC.] It appears that you have joined a number of other individuals, who in recent months, as it relates to MESH Charities, have focused on deviating from law, as well as the reported tax-exempt fraternal purpose(s) of the Grand Lodge—DC. MESH Charities is a charity established by an Act of Congress in or about 1902. MESH Charities is maintained pursuant to Department of the Treasury Internal Revenue Code § 501(c)(3). MESH Charities is not governed by the unincorporated association for whom you appear presently to serve as chair of a “2022 Committee on Accounts and Audit.”

72. On April 14, 2022, the day before MESH filed this action, MESH learned that in or about March 2022, Defendants, by Defendant Barnes directly contacted MESH’s auditors, improperly seeking confidential financial information and documents of MESH.¹⁴

Interference with MESH’s Contracts and Economic Relationships

Jesse Villarreal, Executive Director of MESH – First Natural Person Targeted by Defendants based on his Employment and Leadership Role with MESH

73. Defendants knowingly have sought intentionally to interfere with (a) the function and operation of MESH, a legal entity separate and apart from grand lodge, and *not* a “Masonic Lodge[] in Washington, D.C.”, and (b) contracts between MESH and its employees (such as, Jesse Villarreal, Executive Director); and (c) Non-Disclosure Policy agreements between MESH and dozens of individuals, including Representatives, Board members, Officers, and staff. As stated, a sampling of material breaches is detailed below in Count IV.

74. Commencing in or about the Fall of 2021, Defendants, primarily led by Defendant Huertas, by agreement and with the aid, encouragement, assistance and/or support of the other Defendants, openly, actively, and improperly pursued MESH Executive Director, Jesse Villarreal, a Maryland resident.

75. On December 27, 2021, Defendant Huertas, by agreement and with the aid, encouragement, assistance and/or support of the other Defendants, including in particular by Defendant Bressman who participated in drafting and/or preparing same, issued “Decision No. 2022-1” purporting to suspend MESH Executive Director Jesse Villarreal (“Concocted Suspension #1 of 3”).

¹⁴ Upon information and belief, shortly thereafter, Defendants, by Defendant Barnes again, later called MESH’s auditors to communicate in substance that they did not think it would be appropriate to follow through with their request.

76. Defendants used Concocted Suspension #1 of 3 specifically to target Jesse Villarreal as Executive Director, or “head” of MESH.

77. From start to finish, the proceeding(s) that Defendants instituted against MESH Executive Director Jesse Villarreal, head of MESH, via Concocted Suspension #1 of 3, were not conducted in accordance with the prescribed rules of procedure under which they purported to act.¹⁵

78. For example, Defendant Bressman, purportedly serving as a member of the “jurisprudence committee” was tasked with reviewing and approving decisions of the grand master, including Decision Nos. 2022-1, 2022-3, and 2022-4 purporting to suspend MESH Executive Director Jesse Villarreal, MESH Key Employee Morgan Corr, and MESH Chair of the Board Neal Jarvis. Meanwhile, in an electronic mail communication dated April 21, 2022 to other members of the committee, Defendant Bressman expressed recognition that there be “the complete appearance of impartiality” in the committee’s recommendations for approval of decisions of the grand master. Defendant Bressman was an active drafter of Concocted Suspension #1 of 3, among others.

79. The plain language of Concocted Suspension #1 of 3 reveals that it is contrary to the prescribed rules of procedure under which Defendants were purporting to act. For example, the alleged Masonic Code section allegedly violated pertains to campaigning of a candidate. MESH Executive Director Jesse Villarreal was not a candidate.

80. The alleged basis of Concocted Suspension #1 of 3 is a “sworn” statement of Defendant Bressman, who was not present, nor does he claim to be present, at the indicated time

¹⁵ Precisely the same is true –not conducted in accordance with the prescribed rules of procedure – as to Concocted Suspension ## 2 and 3 of 3 identified below.

frame of “On or about November 14, 2021” when the alleged incident with MESH Executive Director is alleged to have occurred.¹⁶

81. By definition, the “sworn” statement of Defendant Bressman, that by its own terms is *not* based on first-hand knowledge, is hearsay that pursuant to the Masonic Code, “shall be excluded.”¹⁷

82. Defendant Bressman, under oath, confirmed in substance that he did not have, and never had spoken to, or otherwise communicated with, any individual who had, first-hand knowledge of his “sworn” allegations.

83. Further, in violation of the purported prescribed rules of procedure, MESH Executive Director Jesse Villarreal was not given an opportunity to appear and defend before a tribunal to hear and determine the charge fabricated and preferred against him.¹⁸

84. The charge preferred against MESH Executive Director Jesse Villarreal was preferred after Defendants had drafted the suspension decision. Further, the charge pertained to alleged subject matter that, even if actionable, came under purview of past grand master 2021. Past grand master did not act, because there was nothing to act on.

85. On or about December 16, 2021, Defendant Bressman, by agreement of Defendants and with the aid and assistance of Defendant Elias and Defendant Kamara, among others, facilitated the “Complaint – Preferral of Masonic Charges” against MESH Executive Director Jesse Villarreal.

¹⁶ Defendant Bressman’s belated “Complaint – Preferral of Masonic Charges” “affirms” in the following manner, “I swear on my honor as a Freemason that the aforementioned is a true and complete record of the facts to the best of my knowledge.”

¹⁷ See, for example, Masonic Code Sec. 4005.12.

¹⁸ The same is true –no opportunity to appear and defend before a tribunal to hear and determine the fabricated charges preferred against them – as to Concocted Suspension ## 2 and 3 of 3 identified below.

86. Defendants had a telephone call placed to MESH Executive Director Jesse Villarreal to appear in person on Saturday, February 5, 2022. He did so and was met by a handful of individuals, whose identities previously had not been disclosed. Defendant Huertas had appointed the meeting attendees, in consultation with Defendant Kamara, Defendant Durak, Defendant Elias, and Defendant Bressman. MESH Executive Director Jesse Villarreal asked which committee he was at – the group said in substance, we are “getting to that.” The group, contrary to Sec. 4005.11 of the Masonic Code, demanded an oath of MESH Executive Director Jesse Villarreal, a Mason of 45 years. The group demanded that he plead “guilty” or “not guilty.” MESH Executive Director Jesse Villarreal asked the group if they had received any advice or guidance on the use of process. The group declined to provide information in response. MESH Executive Director Jesse Villarreal asked the group how this started. The group declined to say. MESH Executive Director Jesse Villarreal asked for a copy of any statement the group had in support of the use of process. The group declined to provide any such statement. The meeting reflected the group taking full advantage of Jesse Villarreal’s benevolent, kind nature, and his desire cooperatively to address and respect his fellow Masons. MESH Executive Director Jesse Villarreal had been led to believe that it would be a meaningful conversation pursuant to a set forth proceeding process before a Masonic tribunal, self-described as judicial in nature.

87. Defendants’ intentional and improper actions, as described herein, were intended to disqualify MESH Executive Director Jesse Villarreal from service as Executive Director; undermine him in the Masonic community, thus further negatively impacting MESH; and cause a material breach of Jesse Villarreal’s contractual employment obligations to MESH. This is detailed below in Count IV.

88. Shortly before Concocted Suspension # 1 of 3, on and about December 1, 2021, Defendant Kamara, Defendant Durak, Defendant Bressman, and Defendant Huertas communicated about MESH's Executive Director, with Defendant Kamara, stating, in pertinent part, "I am at Harmony Lodge Installation now. MW Jesse is also here. [] The fire is on." Defendant Durak responded, in pertinent part, "He obviously doesn't understand with whom he's dealing[.]"

89. Upon the purported suspension of MESH Executive Director Jesse Villarreal on December 27, 2021, Defendants immediately began to assert and publish messaging and statements in substance that Jesse Villarreal lawfully could not serve as Executive Director of MESH and/or could not appear in Masonic-related places, to include the precise building that MESH had used in part as an interim office space during the pandemic.

90. On more than one occasion, including in a telephone call between MESH Key Employee Morgan Corr and Defendant Kamara on December 27, 2021, the day of Concocted Suspension #1 of 3, Defendant Kamara acknowledged to Morgan Corr that Concocted Suspension #1 of 3 was intended to unseat MESH's Executive Director. Similarly, in a communication between Defendant Barnes and a third-party, Marshall Willner, Defendant Barnes conveyed in substance that MESH Executive Director Jesse Villarreal no longer could serve and/or no longer was qualified to serve as Executive Director, as a result of Concocted Suspension #1 of 3.

91. Defendants pressed this false and intentionally misleading narrative, as though it were based on MESH's Bylaws, which it was not.

92. At all times pertinent, MESH Executive Director Jesse Villarreal has been, and remains, in good standing.¹⁹

¹⁹ Particularly in light of the term's plain, well-established meaning in this setting – not in arrears in payment of lodge dues. Even that is not merely a status of payment issue.

93. On December 30, 2022, Defendant Durak wrote, in a communication that included Defendant Huertas, Defendant Kamara and Defendant Elias, “I just received evidence that Jesse is still acting on behalf of MESH in violation of his suspension.”

94. Concocted Suspension #1 of 3 provides in pertinent part, just as Concocted Suspension ## 2 and 3 of 3 later did, that the person allegedly is “prohibited from participation in any and all activities in connection with any Lodge, appendant body, or Masonically-affiliated institution[.]”

95. Since Decision No. 2022-1 was issued, and because of it, MESH Executive Director Jesse Villarreal has been prevented from wholly fulfilling his employment duties owed to MESH under the Executive Employment Agreement, including being prohibited from attending Masonic functions, meetings or events on behalf of MESH or participating in promoting MESH and its essential outreach activities.

*Morgan Corr, a MESH employee – Second Natural Person Targeted
by Defendants based on his Employment and Role with MESH*

96. Commencing in or about December 2021, and continuing thereafter, Defendants, led at various times by one or more Defendants, including in particular Defendant Huertas, by agreement and with the aid, encouragement, assistance and/or support of the other Defendants, openly, actively, and improperly have pursued MESH Key Employee Morgan Corr.

97. Upon information and belief, the reasons for Defendants’ open, active, and improper pursuit of MESH Key Employee Morgan Corr, include, among other reasons, a desire to undermine MESH, political reasons within grand lodge, and apparent dislike of him for a protected reason.

98. On December 14, 2021, Defendant Huertas, by agreement and with the aid, encouragement, assistance and/or support of the other Defendants, summoned MESH Key

Employee Morgan Corr to a grand lodge elected officers meeting, with instructions to bring grand lodge regalia. Defendant Huertas opened the meeting by seeking to humiliate Morgan Corr, asking him to stand before the other elected officers, and informing Morgan Corr that while he was elected to serve as 2022 junior grand warden, Defendant Huertas would not allow him to participate in anything (tasks, committees, projects, appointments) for the duration of the Masonic year. Defendant Huertas concluded his public and Masonic humiliation of Morgan Corr by instructing Morgan Corr to leave his regalia in Defendant Huertas' custody and immediately leave the premises.

99. On or about February 2, 2023, Defendant Huertas implemented the suspension of MESH Key Employee Morgan Corr (“Concocted Suspension #2 of 3”). On February 2, 2022, Defendant Huertas issued Decision No. 2022-3, formalizing the suspension of Morgan Corr.

100. The premise of Concocted Suspension #2 of 3 was false. MESH Key Employee Morgan Corr’s suspension was premised on honoring his MESH employment obligations and his declining to breach his contractual and other duties to MESH by acceding to Defendants’ improper demands for MESH’s confidential information.

101. Defendants intended Concocted Suspension #2 of 3 to prohibit MESH Key Employee Morgan Corr from fulfilling his employment duties to MESH and to interfere in MESH’s economic employment relationship with him. This is detailed below in Count VII.

102. The plain language of Concocted Suspension #2 of 3 reveals that it is contrary to the prescribed rules of procedure under which Defendants were purporting to act. For example, there is no cited “law[] of the fraternity” that allegedly was disobeyed. There also never was a “Grand Lodge[] joint COVID-19 Relief Fund.” Defendants changed the nomenclature to suit their agenda against MESH.

103. Ever since Decision No. 2022-3 was issued, MESH Key Employee Morgan Corr has been prevented from fulfilling his employment duties in multiple material respects, including being prohibited from attending Masonic functions, meetings or events on behalf of MESH or participating in promoting MESH and its essential outreach activities, including largely being hindered in his ability to promote MESH's 120th Anniversary event, such as detailed below in Count VII.

104. Defendants' intentions improperly and willfully to interfere with MESH's economic employment relationship with Key Employee Morgan Corr by preventing Morgan Corr from wholly fulfilling his employment duties as MESH Key Employee further are evinced by, for example, Defendants' actions in and around September 2022 in arresting the charter of Federal Lodge and suspending its lead officer, Andrew L. Schneider.

105. On September 12, 2022, on behalf of MESH and in his role as MESH Key Employee, Morgan Corr was invited and gave a presentation about MESH's 120th anniversary at an event hosted by Federal Lodge and open to masons and non-masons.

106. Within 24 hours of MESH Key Employee's promotional MESH 120th anniversary presentation at a gathering hosted by Federal Lodge, on September 13, 2022, Defendant Huertas, by agreement and with the aid and support of other Defendants, including specifically Defendant Kamara and Defendant Durak, purported to "arrest" the charter of Federal Lodge and to suspend its lead officer, Andrew L. Schneider. Such actions were not supported by and, in fact, were in contravention of the Masonic Code on which Defendants have purported to rely. Based on, for example, testimony of non-party witness Mr. Schneider, the actual driving motivation for Defendants' actions in this regard, included in substance retribution for demonstrating support for MESH.

107. On September 16, 2022, Defendant Huertas issued Decision No. 2022-8, formalizing the arrest of Federal Lodge’s charter. The published grounds for arrest of the Federal Lodge in Decision No. 2022-8 are stated, in pertinent part, for “allowing Morgan Patrick Corr, a brother under SUSPENSION, to attend, participate in, and play a leadership role as toastmaster, at a Masonic Festive Board of Federal Lodge No. 1 held on Monday September 12, 2022....” Despite Defendants’ intentional mischaracterization of the event, in fact MESH Key Employee Morgan Corr spoke in a banquet-type event, public in nature, and in fact attended by dozens of non-Masons.

108. On September 16, 2022, Defendant Huertas issued Decision No. 2022-9, formalizing the suspension of Mr. Schneider. The published grounds for the suspension in Decision No. 2022-9 are the same as above.

Peter W. Brusoe, former Chair of the Board of MESH – Third Natural Person Targeted by Defendants based on his Chair of the Board Role with MESH

109. Commencing in or about January of 2022, Defendants, led at various times by one or more Defendants, including Defendant Huertas, by agreement and with the aid, encouragement, assistance and/or support of the other Defendants, openly, actively, and improperly have pursued the former Chair of the Board, Peter W. Brusoe.

110. On January 19, 2022, just three days before the MESH’s annual Assembly meeting with election of Board members and other slated MESH business, Defendant Huertas directed that the following notice be given to MESH:

I am instructed by the Most Worshipful Grand Master to inform you that effective immediately, WB Peter Brusoe’s appointment as Grand Lodge Representative to MESH is withdrawn and rescinded. The Most Worshipful Grand Master will appoint a Brother to fill the vacancy at the Semi-Annual Communication.

111. Again, Defendants acted in direct contravention of the precise guidance on which they purport to rely.

112. Defendant Huertas, by agreement and with the aid, encouragement, assistance and/or support of the other Defendants, proceeded in this manner after having been advised/informed that taking such action would be outside the bounds of his authority as 2022 grand master.

113. Defendants' unauthorized, purported "withdraw[al] and rescind[ing]" of Peter Brusoe's elected position, as a Representative of MESH, materially interfered with function and operation of MESH. This material interference included, for example, Defendants asserting that Peter Brusoe could not/should not preside as Chair of the Board over the annual MESH Assembly meeting. This is despite his obligation to do so pursuant to MESH Bylaws, § 5.4 providing in pertinent part, "The Chair shall preside over all meetings of the Board of Directors."

Neal Jarvis, Elected Chair of the Board of MESH – Fourth Natural Person Targeted by Defendants based on his Chair of the Board Role with MESH

114. Commencing in or about January of 2022, Defendants, led at various times by one or more Defendants, including in particular Defendant Huertas, by agreement and with the aid, encouragement, assistance and/or support of the other Defendants, openly, actively, and improperly have pursued MESH's Chair of the Board, Neal Jarvis, a long-time Maryland resident, elected as Chair on January 22, 2022.

115. On April 6, 2022, Defendant Huertas, by agreement and with the aid, encouragement, assistance and/or support of the other Defendants, and with Defendant Bressman who participated in drafting and preparing same, issued "Decision No. 2022-4" purporting to suspend Neal Jarvis, Chair of the Board of MESH, alleging that he "unlawfully transmit[ted] the Grand Master's private Masonic Summonses to the profane [sic] that was specifically reserved for Masons under his jurisdiction, thereby bringing our Fraternity into disrepute[.]" ("Concocted Suspension #3 of 3").

116. The plain language of Concocted Suspension #3 of 3 reveals that it is contrary to the prescribed rules of procedure under which Defendants were purporting to act. For example, there is no cited section of Masonic obligation, or law that allegedly was disobeyed or violated. Defendants created one, “transmit[ing]” “Summonses to the profane.” In other words, according to Defendant Huertas a Mason cannot seek advice of counsel in furtherance of a separate corporate business matter, and/or cannot provide pertinent paper to counsel. That notion is absent from the Masonic Code, “Constitution,” “By-laws,” or rules of procedure of grand lodge on which Defendants have purported to rely. To the contrary, the Masonic Code refers to a right to counsel within the setting of a proceeding.

117. The alleged basis of Defendants’ Concocted Suspension #3 of 3 is premised, as a practical matter, on Neal Jarvis honoring his fiduciary obligations to MESH.

Defendants’ Intimidation of Witnesses, Select Board Members,
and Person(s) or Body(ies) Supporting MESH

118. Defendants, led here by Defendant Huertas and Defendant Kamara, by agreement and with the aid, encouragement, assistance and/or support of the other Defendants, improperly have intimidated highly esteemed past grand master 2020 Michael D. Nicholas Sr., who led grand lodge at the time of creation of the COVID Relief Fund, for having memorialized in pertinent part as follows:

Another important consideration was that neither the Grand Lodge nor any other person out of MESH should know who received the aid. This was a desire on my part, since all the separate organizations (and indeed the individual Lodges) had their own process and rules, but almost all of them included the provision that such charitable aid should be a private matter.

119. Upon information and belief, Defendants interviewed potential witnesses in connection with Concocted Suspension #1 of 3—as to MESH Executive Director Jesse Villarreal, and the witnesses communicated consistent with him. Upon information and belief, Defendants

recalled the witnesses in connection with Concocted Suspension #1 of 3. Upon further information and belief, it was intimated to the witnesses that they lied to help MESH Executive Director Jesse Villarreal, and Defendants demanded that they recant their recollections/prior statements.

120. On March 22, 2022, Defendant Huertas, by agreement and with the aid, encouragement, assistance and/or support of the other Defendants, summoned select members of MESH Board of Directors, including two interested members presently serving as grand lodge officers and two disinterested members, to appear at a meeting on March 29, 2022 at 6:30 p.m. Defendants excluded female members of MESH's Board of Directors.²⁰ The "meeting" started with Defendant Huertas announcing, "I have no weapons," while gesturing to his sides.

121. The March 29, 2022 "meeting" of select members of MESH Board of Directors was handled cross-examination or interrogation style in material part, including repeating questions, seeking to compel different responses. As a practical matter, Defendants were using the Board members' status as Masons in an effort to coerce MESH information from them in a summoned setting. The implicit threat being that failure to do or say as Defendants demanded would result in yet another suspension. As it predictably did, with Concocted Suspension #3 of 3 of Neal Jarvis, Chair of the Board.

122. As a result of Defendants' improper and intentional acts, including in connection with the 120th anniversary event, several lodges and chapters initially confirmed MESH attending and speaking at various events. Later, several lodges revoked their invitations out of intimidation and fear of retribution by Defendant Huertas, among other(s). Specifically, the disinvitations

²⁰ As a result of the two interested directors declining to acknowledge duality of interest/likely conflict of interest, at a special meeting of the Board of Directors on Friday, April 8, 2022, by vote of the disinterested Board members, the duality of interest/likely conflict of interest was addressed.

immediately thereafter, and in and about September 15-17, 2022, flowed from Singleton Lodge, Eirann Lodge, New Rome Council, Magnolia Lodge, and Benjamin B. French Lodge.²¹

123. More recently, MESH sought to hold a fundraising picnic this upcoming summer with Washington Daylight Lodge. Washington Daylight Lodge later declined. Upon information and belief, Washington Daylight Lodge's change of heart was due in part to a fear of retribution for demonstrating support for MESH.

Entry of Consent Order

124. Defendants' coordinated series of non-fraternal, improper acts and retaliation have continued post MESH filing this action on April 15, 2022. On or about June 13, 2022, MESH filed its "Motion for Grant of Preliminary Injunction" to mitigate against further likely irreparable harm to MESH by Defendants' concerted actions.

125. On or about August 19, 2022, MESH and Defendants, respectively, by counsel, executed a proposed Consent Order, agreeing to its terms as of same date. Shortly thereafter, on or about August 25, 2022, the Circuit Court for Montgomery County, Maryland, entered the Consent Order. The Consent Order was as an interim resolution, without prejudice, of MESH's then pending "Motion for Grant of Preliminary Injunction."

126. The Consent Order states, in pertinent part:

While this Consent Order is in effect, Defendants shall not –

- (a) act or purport to act on behalf of MESH;
- (b) directly or indirectly communicate, reveal, or solicit any financial information of MESH;
- (c) directly or indirectly communicate with any member of the Board of Directors of MESH in a way designed, in whole or in part, to influence the business or purpose of MESH;

²¹ Lodges are identified in short name format.

(d) tortiously or unlawfully, directly or indirectly, take any action directed toward limiting or undermining MESH's longstanding Executive Director or any other MESH employee in the performance of his/her MESH duties to the best of his/her abilities; and/or

(e) directly or indirectly pursue suspension of any person or body because, in whole or in part, that person or body communicates support for MESH, MESH's mission or purpose, and/or MESH's charitable giving to those in need of aid.

[Emphasis added.]

127. Since agreeing to be bound by the terms of the Consent Order, Defendants willfully have violated the letter and spirit of Consent Order in a number of material respects, with the intention of causing likely irreparable harm to MESH. These violations include, for example:

- a. In and around September 2022, republishing various false/materially misleading statements made in connection with the improper and unlawful suspensions (not based on actual violations) of MESH officers, directors and employees, including MESH Executive Director, Jesse Villarreal, MESH Director of Development and Communications, Morgan Corr, and MESH Chair of the Board of Directors, Neal Jarvis;
- b. In and around September 2022, at two meetings Defendant Huertas making perceived threats relating to MESH and its business along the lines of: We sent a *warning* to all lodges by re-sending the suspensions of MESH officers, directors and employees, Jesse Villarreal, Morgan Corr and Neal Jarvis. *You should have gotten the message.*
- c. Forbidding some or all of the attendees at September 2022 meetings from speaking with MESH, by its Executive Director, Jesse Villarreal, Director of Development and Communications, Morgan Corr and Chair of the Board, Neal Jarvis;
- d. On or about September 13, 2022, purporting improperly and unlawfully to "arrest the charter" of Federal Lodge arising from a presentation given by Morgan Corr on behalf of MESH in connection with promoting MESH upcoming 120th anniversary celebration at a banquet on September 12, 2022 hosted by Federal Lodge, and open to invited non-Masons;
- e. On or about September 16, 2022, purporting to issue an improper/unlawful suspension of membership of the head of Federal Lodge in connection with the presentation given by MESH on September 12, 2022 at Federal Lodge that was open to invited non-Masons; and

f. On or about September 16, 2022, Defendants' publication of a missive purporting to be from Grand Lodge-DC to all Lodges announcing the "arrest" of Federal Lodge's charter and suspension of Master of Federal Lodge, and stating, in pertinent part, that the participation in and at the banquet on September 12, 2022 of MESH, by its Key Employee, was the rationale for these actions taken against Federal Lodge and its lead officer.

128. As a result of Defendants' material violations of the Consent Order, some of which have been discovered to date and in part are set forth herein, MESH has been thwarted in fully and effectively carrying out the business of and advancing its mission in a number of material respects, and been harmed as described herein, starting at ¶¶ 6(a) and (b) above.

129. In furtherance of their efforts and agreement improperly to control and harm MESH, and in further violation of the letter and spirit of the Consent Order, in or about December of 2022, Defendants sought to appoint two Defendants to MESH's Assembly of Representatives.

130. As generally described herein, Defendants have made demands, directly and indirectly, on their own, and in part assisted by others who are not named Defendants in this case, in bad faith.

131. As generally described herein, Defendants have made demands described herein for improper purposes.

132. Defendants, by design, are placing MESH at substantial risk of irreparable harm.

133. Defendants lack legal authorization, excuse, or justification for their persistent, ill-motivated, improper, unlawful acts of Defendants generally described herein.

134. Absent enforcement of injunctive relief, or its present substantial equivalent such as the Consent Order, entered in favor of MESH, MESH will suffer immediate, substantial, and irreparable harm.

135. The benefit to MESH in obtaining injunctive relief, or its present substantial equivalent such as the Consent Order, far outweigh any concocted potential harm that Defendants may articulate would incur if the Court granted such requested relief.

COUNT I
(Declaratory Judgment)

136. MESH adopts and incorporates herein by reference the allegations of ¶¶ 1 – 135 above, as if fully set forth herein.

137. This Count is an action for declaratory judgment pursuant to § 3-409 of the Courts and Judicial Proceedings Article of the Annotated Code of Maryland, for the purpose of determining a question of actual controversy between the parties. Specifically, MESH asserts certain rights vis-à-vis Defendants who purport to act on behalf of an unincorporated association known as grand lodge.

WHEREFORE, MESH respectfully requests the entry of a declaratory judgment in its favor and against Defendants, and grand lodge²², declaring MESH’s rights to include the following:

- (i) MESH is a non-profit 501(c)(3) corporation separate and distinct from the unincorporated association known as grand lodge under which one or more Defendants purport to act;
- (ii) The unincorporated association known as grand lodge under which Defendants purport to act, has a stated mission, communicated to the Department of the Treasury, as “serv[ing] constituent Masonic Lodges in Washington D.C.,” “provid[ing] guidance to the “constituent lodges,” that does *not* include seeking to govern MESH or seeking to interfere in governance of MESH;
- (iii) No one or any number or combination of the seven Defendants is/are entitled to act or purport to act on behalf of MESH;

²² See n.7, *supra*.

- (iv) No one or any number or combination of the seven Defendants directly or indirectly may communicate, reveal, or solicit any financial information of MESH;
- (v) No one or any number or combination of the seven Defendants directly or indirectly may take any action designed in whole or part improperly to influence the Board of Directors of MESH;
- (vi) No one or any number or combination of the seven Defendants directly or indirectly may take any action directed toward limiting MESH's Executive Director or any other MESH employee in the performance of his/her duties to the best of his/her abilities;
- (vii) No one or any number or combination of the seven Defendants directly or indirectly may pursue suspension of any person or body, motivated by such person or body in substance communicating support for MESH, MESH's mission or purpose, and/or MESH's charitable giving to those in need of aid;
- (viii) No one or any number or combination of the seven Defendants is entitled to know, for example, the identity of, personal information, or PII, of any person(s) who request(s) aid from MESH;
- (ix) No one or any number or combination of the seven Defendants is entitled to know, for example, the identity of, personal information, or PII, of any person(s) who donates funds to MESH; and
- (x) No one or any number or combination of the seven Defendants has any rights, direct or indirect, in any part, arising from or as to the COVID Relief Fund described herein.

MESH further requests the entry of supplementary relief pursuant to Maryland Code Ann., MD. CODE ANN., CTS. & JUD. PROC. § 3-412, as well as costs of this action, and such other and further relief in its favor as this Honorable Court deems just and proper.

COUNT II
(Civil Conspiracy – All Defendants²³)

138. MESH adopts herein by reference the allegations of ¶¶ 1 – 135 above, and 157 – 244 below, as if fully set forth herein.

139. As described above, and below in Counts II - VII, Defendants comprise a confederation of two or more persons (seven specifically) by agreement or tacit understanding.

140. As described above, and below in Counts II – VII, Defendants conspired, agreed, and reached a tacit understanding, among other things, to defame MESH, intentionally to interfere with contracts and economic relationships of MESH, and unlawfully to lower MESH in the estimation of a substantial, respectable group.

141. Part of Defendants’ tacit understanding to lower MESH in the estimation of a substantial, respective group, was their distaste for MESH Key Employee Morgan Corr. Thus, Defendants’ pursuit of MESH Key Employee Morgan Corr has been part of Defendants’ concerted, multi-front attack on MESH.

142. As described above, and below in Counts II – VII, Defendants conspired, agreed, and reached a tacit understanding, among other things, improperly seeking to interfere in function and operations of MESH.

143. As described above, and below in Counts II – VII, Defendants conspired, agreed, and reached a tacit understanding, among other things, unlawfully to seek to unseat MESH leadership, including any Board of Directors’ members who do not accede to Defendants’ demands, and its Executive Director for same.

144. As described above, and below in Counts II – VII, Defendants conspired, agreed, and reached a tacit understanding, among other things, to weaponize the topic of the COVID Relief

²³ And if applicable grand lodge included as to injunctive relief.

Fund, such as, for example, falsely claiming it as belonging to grand lodge. Defendants then have used that false premise in part seeking to justify their further misguided demands, misleading statements, *et cetera*, in furtherance of Defendants' non-fraternal objectives.²⁴

145. As described above, and below in Counts II – VII, Defendants have been engaged in a pattern of improper and/or tortious and/or otherwise unlawful acts, in furtherance of their conspiracy described hereinabove, including for example use of coercion, discrimination, harassment²⁵, intimidation, and false/materially misleading statements, in furtherance of their conspiracy.

146. As described above, and below in Counts II – VII, Defendants conspired, agreed, and reached a tacit understanding, among other things, to proceed in a manner characterized by ill-will towards MESH, contrary to the benevolent nature of the Masonic community and the Masonic Code on which Defendants purport to rely, but substantially if not wholly fail to follow.

147. By their improper actions described herein, Defendants have acted outside any scope of authority, if any, they may have had by virtue of their association with grand lodge, an unincorporated fraternal organization.

148. Defendants' improper, tortious, and otherwise unlawful actions generally described herein, including in this Count II, proximately have caused harm, risk of irreparable harm, loss, and damage to MESH, including, for example, destabilization/loss of trust in the charity of 120 years – trust is vital to a charity, inhibited outreach between MESH and those in need of care and

²⁴ Defendants' objectives can be gleaned and recognized in part from their actions and words known to date by MESH. It would be impossible to know in whole, because persons who commit torts, in particular intentional torts such as conspiracy, defamation, discrimination, and the like, often use pretext, and generally do not admit or advertise actual improper intentions.

²⁵ See, for example Md. Code Ann., Crim Law § 3-803 prohibiting maliciously engaging in a course of conduct that seriously annoys another, with an intent to harass, alarm, or annoy, after receiving a reasonable warning or request to stop, and without a legal purpose.

all-around support, who MESH by mission and purpose is dedicated to serve, chilled relationships with lodges and other Masonic bodies in the community, and their leaders, thus substantially interfering with MESH's ability to appear, present, and/or fundraise. Further harm, loss, and damage, is detailed herein, starting at ¶¶ 6(a) and (b) above.

WHEREFORE, MESH respectfully requests that this Honorable Court:

A. Enter a preliminary injunction, followed by a permanent injunction as may be applicable, providing as follows:

- (i) prohibiting Defendants, and if applicable grand lodge²⁶, from engaging, directly or indirectly, in whole or part, in the improper course of conduct described herein, including taking retaliatory acts, directly and indirectly, against MESH, persons associated with MESH, and persons/bodies supportive of MESH; and
- (ii) prohibiting Defendants, and if applicable grand lodge²⁷, from seeking confidential or sensitive information of or associated with MESH, such as, for example, persons requesting aid, identity of individual donors (illustrative examples; not intended to be exclusive of other confidential or sensitive information of or associated with MESH); and
- (iii) prohibiting Defendants, and if applicable grand lodge²⁸, from making, directly or indirectly, in whole or part, any false/materially misleading statement (by affirmative statement or material omission) to any person, about MESH and/or its leadership; and

B. Enter judgment in MESH's favor and against Defendants, jointly and severally, in a principal amount to be determined at trial that exceeds Seventy-five Thousand Dollars (\$75,000), plus punitive damages in the amount of One-Million (\$1,000,000) Dollars, plus prejudgment interest, post judgment interest, costs, expenses, and for such other and further relief as to which MESH may be entitled.

²⁶ See n.7, *supra*.

²⁷ See n.7, *supra*.

²⁸ See n.7, *supra*.

COUNT III
(Civil Aiding and Abetting—All Defendants²⁹)

149. MESH adopts herein by reference the allegations of ¶¶ 1 – 135 above, and 157 – 244 below, as if fully set forth herein.

150. As described above, and below in Counts II – VII, Defendant Huertas, and at pertinent times hereto, one or more of the other Defendants, has/have acted as a principal tortfeasor(s), including specifically, for example, Defendant Huertas, Defendant Elias and Defendant Kamara, and committed the improper and/or tortious and/or otherwise unlawful conduct directed against MESH.

151. As described above, and below in Counts II - VII, certain Defendants, including, for example, Defendant Yaich, Defendant Barnes, and Defendant Bressman, at one time or another, have acted at the direction of, and /or to incite, aid, encourage, assist and/or support Defendant Huertas, and at times others, in the improper and/or tortious and/or otherwise unlawful conduct directed against MESH.

152. As described above, and below in Counts II – VII, Defendants knowingly have, at one time or another, given substantial assistance or encouragement to each other to engage in the improper and/or tortious and/or otherwise unlawful conduct directed against MESH, with knowledge and understanding of their role in furthering the improper/tortious/unlawful conduct.

153. As described above, and below in Counts II - VII, Defendants knew that their improper and/or tortious and/or otherwise unlawful conduct against MESH would be the natural consequence of their actions.

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²⁹ And if applicable grand lodge included as to injunctive relief.

154. At all times pertinent, Defendants, to the extent any or all claim association with a non-party unincorporated association or other organization, they have acted outside the scope of same.

155. Defendants' improper, tortious, and otherwise unlawful actions generally described herein, including in this Count III, proximately have caused harm, risk of irreparable harm, loss, and damage to MESH, , including, for example, destabilization of trust in the charity of 120 years – trust is vital to a charity, inhibited outreach between MESH and those in need of care and all-around support, who MESH by mission and purpose is dedicated to serve, chilled relationships with lodges and other Masonic bodies in the community, and their leaders, thus substantially interfering with MESH's ability to appear, present, and/or fundraise. Further harm, loss, and damage, is detailed herein, starting at ¶¶ 6(a) and (b) above.

WHEREFORE, MESH respectfully requests that this Honorable Court:

A. Enter a preliminary injunction, followed by a permanent injunction as may be applicable, providing as follows:

- (i) prohibiting Defendants, and if applicable grand lodge³⁰, from engaging, directly or indirectly, in whole or part, in the improper course of conduct described herein, including taking retaliatory acts, directly and indirectly, against MESH, persons associated with MESH, and persons/bodies supportive of MESH; and
- (ii) prohibiting Defendants, and if applicable grand lodge³¹, from seeking confidential or sensitive information of or associated with MESH, such as, for example, persons requesting aid, identity of individual donors (illustrative examples; not intended to be exclusive of other confidential or sensitive information of or associated with MESH); and
- (iii) prohibiting Defendants, and if applicable grand lodge³², from making, directly or indirectly, in whole or part, any false/materially misleading

³⁰ See n.7, *supra*.

³¹ See n.7, *supra*.

³² See n.7, *supra*.

statement (by affirmative statement or material omission) to any person, about MESH and/or its leadership; and

B. Enter judgment in MESH’s favor and against Defendants, jointly and severally, in a principal amount to be determined at trial that exceeds Seventy-five Thousand Dollars (\$75,000), plus punitive damages in the amount of One-Million (\$1,000,000) Dollars, plus prejudgment interest, post judgment interest, costs, expenses, and for such other and further relief as to which MESH may be entitled.

COUNT IV

(Tortious Interference with Contracts – All Defendants³³)

156. MESH adopts herein by reference the allegations of ¶¶ 1 – 135 above, and 183 – 244 below, as if fully set forth herein.

Executive Employment Agreement of MESH – Executive Director, Jesse Villarreal

157. At all times pertinent, MESH has had in place an Executive Employment Agreement dated on or about January 1, 2019, extended by Addendum dated on or about October 30, 2021 (“Executive Employment Agreement”).

158. The Executive Employment Agreement provides, in pertinent part:

2.2 Position and Duties

a. During the Employment Period, Executive shall serve as the Executive Director of MESH or in such other capacity as the Board may determine. As the Executive Director, subject to the control of the Board, shall perform such duties as are customary for such position and such duties as may be assigned to him by the Board.

b. Executive Director shall devote his best efforts and his full business time and attention to the business and affairs of MESH. The Executive Director shall perform his duties and shall at all times report and be subject to the lawful direction of the Board and perform the duties hereunder, subject to and accordance with the resolutions or any other determinations of the Board and the by-laws of MESH and applicable law.

³³ And if applicable grand lodge included as to injunctive relief.

[Emphasis added.]

159. The Executive Employment Agreement at section 2.6 provides, in pertinent part, that he shall “use best efforts and diligence, both during the Employment Period and following termination of employment with MESH for any reason, to protect the confidential and proprietary character of all Confidential Information and to comply with HIPAA as it relates to any and all members and/or residents of under the care of MESH.” “Confidential Information” is defined therein to include an array of information associated with MESH and those it serves, financial, processes and procedures, and otherwise, and other information not in the public domain.

160. At all times pertinent, Defendants have known or had knowledge of facts showing that MESH and Executive Director Jesse Villarreal had in place the Executive Employment Agreement.

161. At all times pertinent, Defendants have known or had knowledge of facts showing that MESH Executive Director Jesse Villarreal owed contractual and other essential duties to MESH, including those generally described immediately below.

162. At all times pertinent, MESH Executive Director Jesse Villarreal’s employment duties customary for his position, include, in substantial part, planning for and promoting MESH and its mission (such as, for example, outreach to facilitate identification of those in need, directly assisting those in need, promotion and fundraising, such as recently in connection with MESH’s 120th anniversary event). This often and necessarily includes visiting DC Masonic Lodges, Chapters and Masonic-affiliated organizations, speaking at Masonic meetings and events, attending functions on behalf of MESH within the Masonic community, and participating in essential outreach activities designed to get the word out about MESH and its charitable services, and identify those in need of such services or aid.

163. As further described herein, Defendants were motivated to, intended to, and/or knew/believed that the consequences of their actions substantially were certain to result, in pertinent part, to disqualify Jesse Villarreal from service as MESH Executive Director.

164. As further described herein, Defendants were motivated to, intended to, and/or knew/believed that the consequences of their actions substantially were certain to result, in pertinent part, deliberately to interfere with performance of the Executive Employment Agreement. This included preventing MESH Executive Director Jesse Villarreal from performing the duties customary to his position and/or as assigned to him by the Board, as well as foreclosing MESH's Executive Director from devoting his best efforts and full business time and attention, thereby causing material breach of his Executive Employment Agreement and associated contractual employment duties/obligations outlined above.

165. Defendants intended Concocted Suspension # 1 of 3, as described at ¶¶ 163-64, significantly to impede MESH's Executive Director from fulfilling his Executive Employment Agreement and associated contractual employment duties/obligations outlined above.

166. Defendants have sought to and overwhelmingly succeeded in preventing MESH Executive Director Jesse Villarreal from performing the duties customary to his position and/or as assigned to him by the Board, as well as foreclosing MESH's Executive Director from devoting his best efforts and full business time and attention.

167. Defendants have sought to and overwhelmingly succeeded in inhibiting outreach between MESH and those in need of care and all-around support, who MESH, by mission and purpose, has been dedicated to serve for 120 years.

168. As described in ¶¶ 122-23 above, Defendants have sought to and overwhelmingly succeeded in chilling lodges, and other Masonic bodies, and their respective leaders, from having MESH appear, present and/or fundraise at those many places.

169. Defendants' conduct described in this Count IV, among others, interferes with the interests of those in need of the vast charitable services and aid that MESH offers.

170. The interests that Defendants have sought to advance in engaging in the conduct described in this Count IV, among others, wholly is self-serving and not in line with any greater good, from a Freemasonry standpoint or otherwise.

Non-Disclosure Policy Agreements

171. At all times pertinent, MESH has had in place Non-Disclosure Policy agreements with Representatives, Officers, Directors, employees, and volunteers.

172. MESH has a longstanding Non-Disclosure Policy addressing, in pertinent part, confidentiality of information that MESH considers to be of a confidential or sensitive nature. At all times pertinent, MESH's Non-Disclosure Policy has required, in pertinent part, MESH Directors, Officers and Representatives "to keep secret [MESH's] confidential and proprietary information, and to otherwise promote and protect the interests of MESH." Pursuant to MESH's Non-Disclosure Policy, identity of applicants, and other documentation, including containing "any information that relates to HIPAA; records, and material in any form that in any way incorporate, embody, or reflect any confidential information or that relates to MESH activities will belong exclusively to MESH[.]" This includes, information relating to the health and financial information of Members of the Masonic family served by MESH, in any form relating to MESH.

173. MESH's longstanding Non-Disclosure Policy is rooted in the heart of the Masonic community since inception a century+ ago—"care for sisters and brothers. That care for our sisters

and brothers includes respect for sisters' and brothers' privacy rights, particularly in times of trouble.”

The Non-Disclosure policy reflects the practice and tradition of Eastern Star Chapters and Masonic Lodges in connection with, in pertinent part [], any member's request for assistance. Generally a member's request for assistance is handled by a select few, and when the chapter or lodge votes to provide relief, that generally includes inherent privacy protection for the member.

174. At all times pertinent, Defendants have known or have had knowledge of facts showing that these Non-Disclosure Policy agreements have been in place.

175. At all times pertinent, Defendants have known or have had knowledge of facts showing that MESH Representatives, officers, Directors, employees, and volunteers regularly and periodically are required to reconfirm acceptance of and adherence to the Non-Disclosure Policy, by entering into updated Non-Disclosure Policy agreement – typically on an annual basis.

176. As further described herein, Defendants were motivated to, intended to, and/or knew/believed that the consequences of their actions substantially were certain to result, in pertinent part, deliberately to interfere with a number of the Non-Disclosure Policy agreements, thereby causing material breach of a number of them. Examples discovered to date, include the following:

- a. Material Breach of Non-Disclosure Policy agreement between MESH and George Perez, a Board member: Defendants knew specifically of this agreement. Defendants intended to induce or persuade the material breach. This material breach is illustrated by, for example, a communication of October 29, 2021, subject, “Information requested about MESH” sent by George Perez to Defendant Elias. Defendant Elias had sought information about MESH Board members and Representatives; and text messages between George Perez and Defendant Elias in or about December 2021 and January 2022 wherein covered confidential information was provided to Defendant Elias, and further provided to Defendant Kamara.
- b. Material Breach of Non-Disclosure Policy agreement between MESH and Robert Starr, a Representative: Defendants knew specifically of this agreement. Defendants intended to induce or persuade the material breach. This material

breach is illustrated by, for example, Robert Starr having provided to Defendant Huertas confidential information pertaining to a 2020 MESH financial audit as a result of the intended inducement or persuasion by Defendants for same. Similarly, more recently, on or about February 4, 2023, at the behest of Defendant Huertas, Robert Starr provided to Defendant Huertas confidential financial information of MESH, including specific MESH budget information for 2016 and 2021. There are a number of other actual, actionable material breaches by Robert Starr, induced or persuaded by Defendants, to include his sharing of investment information with Defendant Huertas. On or about February 25, 2022, at the behest of Defendant Kamara, Robert Starr explained procedure and strategy for calling a special MESH Assembly meeting and removal of directors.

- c. Material Breach of Non-Disclosure Policy agreement between MESH and Sylvanus Newstead, a Board member: Defendants knew specifically of this agreement. Defendants intended to induce the material breach. This material breach is illustrated by, for example, Sylvanus Newstead has provided to one or more Defendants, including Defendants inducing or persuading Sylvanus Newstead to provide confidential information of MESH. Sylvanus Newstead did provide same, including to Defendants. Defendant Kamara touted to other Defendants the “intelligence” he succeeded in obtaining from, for example, Sylvanus Newstead.
- d. Material Breach of Non-Disclosure Policy agreement between MESH and Vie Auber:³⁴ Defendants knew specifically of this agreement. Defendants intended to induce the material breach. This material breach is illustrated by, for example, on or about February 27-28, 2022, Vie Auber sharing an audit document of MESH, directly or indirectly, with Defendant Kamara, among other(s), at the underlying behest of Defendant Kamara and Defendant Huertas.

177. Defendants induced material breaches of the Non-Disclosure Policy agreements by a number of means, some direct, some indirect. In combination, the various means Defendants used to accomplish inducing these material breaches, have been effective and harmed as Defendants intended. These means used in this setting, include, for example, utilizing a false and defamatory narrative of MESH committing wrongs as detailed in Count V, recruiting and fostering

³⁴ Vie Auber is a former member of the MESH Board (January 2022 to January 2023) and an ally of Defendant Kamara, upon information and belief referred to as his “first lady,” had made her way onto the Board at the annual meeting in January 2022, with an unusual floor nomination of Defendant Durak. This was counter to the nomination committee process that had been in place and consistently used by MESH in the recent preceding years.

alliances with, for example certain MESH Board members and certain representatives within MESH's Assembly of Representatives; rewarding their compliance with Defendants' requests (subtle at times, and otherwise not) and urgings with praise and social favor in the Masonic community; consistently disinforming the Masonic community about MESH, and meanwhile using means to silence MESH's ability to communicate and respond in the Masonic community; and generally intentionally fostering community and public distrust in MESH and its leadership, such as described in this Complaint for Relief.

178. Defendants' intentional persuading or inducing of material breach such as identified in both parts of this Count IV was wrongful per se.

179. Alternatively, Defendants' intentional persuading or inducing of material breach such as identified in both parts of this Count IV, if lawful, was done by Defendants with malice and unjustified in law for the purpose of invading MESH's contractual rights and/or business relationships.

180. As described in both parts of Count IV above, Defendants' actions were calculated to cause damage and loss to MESH in its business and to its economic rights.

181. Defendants' improper actions described herein, including in both parts of this Count IV, proximately have caused harm, risk of irreparable harm, loss, and damage to MESH, including, destabilization of trust in the charity of 120 years – trust is vital to a charity; curtailed outreach between MESH and those in need of care and all-around support, who MESH by mission and purpose is dedicated to serve; chilled relationships with lodges and other Masonic bodies in the community, and their leaders, thus substantially interfering with MESH's ability to appear, present, and/or fundraise; and actual loss of value to MESH of services rendered by Executive

Director Jesse Villarreal and paid for by MESH. Further harm, loss, and damage, is detailed herein, starting at ¶¶ 6(a) and (b) above.

WHEREFORE, MESH respectfully requests that this Honorable Court:

A. Enter a preliminary injunction, followed by a permanent injunction as may be applicable, providing as follows:

- (i) prohibiting Defendants, and if applicable grand lodge³⁵, from engaging, directly or indirectly, in whole or part, in the improper course of conduct described herein, including taking retaliatory acts, directly and indirectly, against MESH, persons associated with MESH, and persons/bodies supportive of MESH; and
- (ii) prohibiting Defendants, and if applicable grand lodge³⁶, from seeking confidential or sensitive information of or associated with MESH, such as, for example, persons requesting aid, identity of individual donors (illustrative examples; not intended to be exclusive of other confidential or sensitive information of or associated with MESH); and
- (iii) prohibiting Defendants, and if applicable grand lodge³⁷, from making, directly or indirectly, in whole or part, any false/materially misleading statement (by affirmative statement or material omission) to any person, about MESH and/or its leadership; and

B. Enter judgment in MESH's favor and against Defendants, jointly and severally, in a principal amount to be determined at trial that exceeds Seventy-five Thousand Dollars (\$75,000), plus punitive damages in the amount of One-Million (\$1,000,000) Dollars, plus prejudgment interest, post judgment interest, costs, expenses, and for such other and further relief as to which MESH may be entitled.

³⁵ See n.7, *supra*.

³⁶ See n.7, *supra*.

³⁷ See n.7, *supra*.

COUNT V
(Defamation (Per Se, Per Quod, & by Implication) –
Defendant Huertas, Defendant Kamara, and Defendant Barnes³⁸)

182. MESH adopts herein by reference the allegations of ¶¶ 1 – 135 and 157 – 181 above, and 214 – 244 below, as if fully set forth herein.

183. At all times pertinent, and as described below, Defendant, Huertas, Defendant Kamara, and Defendant Barnes published in writing and/or orally, literal and implied provably false/materially misleading statements, intended to disparage MESH, cast doubt on MESH’s honesty and trustworthiness, exposed MESH to public scorn, hatred, contempt or ridicule, thereby discouraging others in the community from having a good opinion of or from associating or dealing with MESH, and otherwise harming MESH’s esteem in the community (“Defamatory Statements”).

184. Defendants sought to lower MESH in the estimation of a substantial, respectable group, specifically the Masonic community that MESH has served as a charity for over 120 years.

185. Defendants also sought to portray MESH and its leadership as odious, infamous, criminal, and ridiculous.

186. A sampling of these Defamatory Statements, directly or by implication, are set forth in the paragraphs that follow, to include, to the extent discovered to date, certain known precise dates, the precise direct speaker(s), and audience.

187. On or about February 3, 2022, Defendant Barnes, writing to a handful of non-Defendant individuals, including individuals identified as Carl Hoecker, Eric Kuchner, Robb

³⁸ And if applicable grand lodge included as to injunctive relief.

Mitchell, Ed Berry, and Kevin Matthew that the MESH Board is under authority of Defendant Huertas.³⁹ Defendant Barnes knew this to be false.

188. On or about March 2, 2022, Defendant Huertas “summoned” over one-hundred persons, including but not limited to leadership of various lodges and select persons who were part of the MESH Assembly of Representatives, to participate in a remote meeting on March 24, 2022 (“MUST meeting”).

189. On or about March 19, 2022, Defendant Barnes published to, for example, a non-Defendant individual, “for every minute Jesse Villarreal works [] you could make the argument that MESH is at risk from a management perspective.”⁴⁰

190. On or about March 19, 2022, Defendant Barnes published false/intentionally misleading factual information to, for example, a non-Defendant individual, in substance that the Defendants demanding the information identified herein from MESH, such as the letter identified at ¶ 71 above, in substance falsely identifying Defendants as the largest donors (including as a group) to the COVID Relief Fund.

191. In all material respects, Defendant Huertas and Defendant Kamara, by agreement and with aid and assistance of Defendant Durak and Defendant Bressman primarily were responsible for planning, facilitating, and hosting the remote MUST meeting on March 24, 2022, including drafting, revising and/or general preparation of the content contained in the documented presentation, and associated oral presentation.

192. A sampling of the Defamatory Statements, directly or by implication, from the MUST meeting content, oral in part and documented in part, includes the following:

³⁹ Defendants have insisted that Concocted Suspension #1 of 3 of Executive Director Jesse Villarreal had nothing to do with his role as Executive Director. Nonetheless, that is precisely what motivated that suspension.

⁴⁰ MESH learned this based on discovery received to date from Defendants in this action.

- Defendant Huertas stating in substance that the COVID Relief Fund belongs to grand lodge, and that the COVID Relief Fund is the “Grand Lodge’s Joint Covid-19 Relief Fund”;

Defendant Huertas, among other Defendants, knew that to be false, and by intentionally mislabeling the COVID Relief Fund to attribute ownership to grand lodge, that facilitated the intentional implication in substance that MESH had failed to provide information to which one or more Defendants purported to be due and owing to them and/or entitled to receive;

- A presentation page referencing a specific document, therein identified as a “letter” to the Chairman of the Board of MESH, then Peter Brusoe, falsely stating that the letter included a statement about “transparency regarding the Grand Lodge’s Joint COVID-19 Relief Fund”;

That document in fact does not use the word “transparency” and does not identify the COVID Relief Fund as that of “Grand Lodge”;

- A presentation page referencing “Obstruction and undermining of Grand Master’s efforts of seeking accountability” – specifically referencing MESH in connection with same;
- Defendant Huertas stating in substance that MESH had “stonewalled” requests pertaining to COVID Relief Fund information, applicants, aid recipients and such;
- Defendant Huertas stating that MESH leadership was not Masonic and/or was un-Masonic when he knows that to be false;
- Defendant Huertas stating in substance that either Michael D. Nicholas, past grand master, an esteemed past grand master 2020 was lying about the COVID Relief Fund, or MESH was “lying”;

This falsely implied that MESH was lying.

- The presentation referencing Morgan Corr, MESH’s Key Employee having disobeyed an order, such as referencing “not faithfully fulfill[ing] orders”;

The necessary implication being that MESH’s Key Employee disobeyed order(s), and that in so doing he was a bad actor on behalf of MESH;

- A presentation page referencing Executive Director of MESH, Jesse Villarreal, having “sent an intimidating letter strongly advising MESH Representatives not to discuss the Grand Lodge’s Joint COVID-19 Relief Fund”;

There is no such MESH letter identifying the fund in that manner. Defendants' intentional, persistent, self-serving labeling, contrary to known and acknowledged fact that it was not a "Grand Lodge" fund, was designed to imply in substance that MESH was mishandling funds and withholding information to facilitate the indicated or suggested mishandling⁴¹;

- Defendant Huertas stating in substance that pursuant to grand lodge Code, grand lodge-DC is required to conduct an annual audit of finances and processes, with part of this work required to include an audit of the COVID Relief Fund, when Defendant Huertas knows this to be false and implying that MESH refused to comply with a proper audit process;
- Defendant Huertas stating in substance that COVID Relief Funds did not constitute donations to MESH;

Implying, in different forms, that MESH had received funds that it should not have received and/or was mishandling funds and/or failing to report on status of funds that belonged to other(s).

- Defendant Huertas stating in substance that lodges gave money to grand lodge for the COVID Relief Fund and grand lodge gave it to MESH; and related, that grand lodge funds happen to be with MESH; and

Implying, in different form, contribution to an intended perception of misappropriation and that MESH had some sort of duty to report or account to grand lodge, which it did not.

193. Upon information and belief, one or more individuals attending the MUST Meeting, and to whom Defendants published the Defamatory Statements were located in the State of Maryland at the time of publication. In other words, the place of publication of false/materially misleading statements such as those identified above, and associated harm caused to MESH, occurred in the State of Maryland.

⁴¹ Defendants' consistent, persistent use of terms "accountability" and "transparency," in connection with one or more of the other false/misleading statements, were designed to imply that MESH was not complying with law, in some form or fashion, such as what a non-profit charity should or is required to do.

194. On or about March 30, 2022, Defendants circulated to a number of Representatives of the MESH Assembly of Representatives a letter dated March 30, 2022, purporting to “petition” MESH for a special meeting and listing “Six Points of Demand” (“Petition”).

195. Defendants have made false and misleading statements in discovery about their involvement in the “Petition.” As to the “Petition,” that Defendants put forward as though it were Defendant Yaich’s independent act, discovery has revealed that Defendant Bressman was the author and Defendant Huertas was a custodian. Defendants Bressman and Kamara were involved in creating an online version of the “Petition.” Defendant Kamara communicated about the “Petition” with at least Defendant Huertas and Defendant Durak before it was published. Defendant Durak communicated sending a link to the draft “Petition.” Defendant Elias was part of the communication group of Defendants about timing the publication of the “Petition.” Shortly before Defendant Yaich transmitted the “Petition,” Defendant Kamara communicated to the other Defendants that it “must go out as early as today.”

196. A sampling of these Defamatory Statements directly associated with the March 30, 2022 “Petition” identified above include the following:

- Defendants, by Defendant Yaich, purported to be writing “on behalf of over 20% of the MESH [sic] Representatives”;
- Defendants, by Defendant Yaich, misrepresenting the COVID Relief Fund as “Grand Lodge’s Joint Covid-19 Relief Fund”; and
- Defendants, by Defendant Yaich, purported to call for a “Special Election” pursuant to MESH Bylaws⁴²

⁴² “Special election” is not a component of MESH Bylaws.

On or about April 1, 2022, Michael Yaich published an electronic version of the “Petition” containing identical Defamatory Statements to members of the MESH Assembly of Representatives.

197. On April 7, 2022, Defendant Huertas, by signed writing titled, “Good Governance and Transparency,” published to hundreds of individuals, including “all Masters, Wardens and MESH Representatives.”

198. Defamatory Statements contained in the above-referenced signed writing titled, “Good Governance and Transparency,” include the following:

- Defendant Huertas misrepresenting the COVID Relief Fund as “Grand Lodge’s Joint Covid-19 Relief Fund”; and
- Misrepresenting that on March 19, 2022, Chairman of the Board of MESH “disclosed that MESH had not followed their standard relief committee procedures when expending monies from the Grand Lodge’s Joint Covid-19 Relief Fund”

199. Defendant Huertas concluded the above-referenced signed writing titled, “Good Governance and Transparency” with a call for “all Masters, Wardens and MESH Representatives” to attend a “very important meeting” on April 30, 2022.

200. Defendant Huertas republished the above-referenced Defamatory Statements to attendees of the above-referenced April 30, 2022 meeting.

201. On April 29, 2022, MESH held a Special Meeting of the Assembly of Representatives at MESH offices located at 8403 Colesville Road in Silver Spring, Maryland. During the April 29, 2022 meeting, Defendant Yaich falsely and with reckless disregard for the truth accused MESH Key Employee and MESH Executive Director, Jesse Villareal, in substance of committing fraud and providing funds from the COVID Relief Fund only to their friends. At the same meeting, Defendant Yaich further falsely and with reckless disregard for the truth accused

MESH Key Employee of using funds from the COVID Relief Fund to buy votes for a grand lodge election.⁴³ Defendant Huertas republished his false and defamatory statements at an in-person meeting of lodge leadership and MESH Representatives.

202. In and about August-September 2022, MESH learned that persons, who upon information and belief included one or more Defendants and/or person(s) acting on their behalf, in preceding months, without factual or legal basis, had communicated to the Government of the District of Columbia in substance that a grant was made of about \$300,000 to MESH, for which MESH had failed to account, and possibly had misappropriated.

203. On September 7, 2022, Defendant Huertas, acting by and through persons he directed, wrote to leadership of various lodges, republishing the concocted suspension decisions against MESH's Executive Director, Jesse Villarreal, MESH's Key Employee, Morgan Corr, and MESH's Chair of the Board, Neal Jarvis, with the words, "Please read them carefully" in bold and underscore. In doing so, Defendants reiterated the false and intentionally misleading statement that each concocted suspension was authorized and in accordance with 1003.09. The decision against MESH's Key Employee further included a false statement that MESH's Key Employee had served on behalf of a "Grand Lodge[] joint COVID-19 Relief Fund." In fact, there was no such Grand Lodge COVID-19 Relief Fund.

204. On September 29, 2022, Defendant Huertas and upon information and belief Defendant Kamara, Defendant Durak, and Defendant Bressman, met with leadership of Federal Lodge. Upon information and belief, at that meeting they communicated that MESH sending electronic mail to the lodges, such as regarding MESH's then upcoming 120th anniversary

⁴³ Defamatory Statements such as this are false and defamatory on their face.

celebration, and related support, was a violation of an applicable code or governing law according to Defendants.

205. Upon information and belief, at all times pertinent, Defendant Durak falsely stated at convened meetings of grand lodge, including with lodge leadership, separately with MESH Representatives, and separately with past grand masters, that the COVID Relief Fund was set up as a grand lodge fund.⁴⁴

206. Each of the foregoing Defamatory Statements was made by agreement of and/or with the aid, encouragement, assistance and/or support of the other Defendants.⁴⁵

207. Defendants made the above-referenced Defamatory Statements without legal authorization, excuse, or justification.

208. Defendants' Defamatory Statements largely are defamatory on their face. When viewed within the totality and entire context in which the Defamatory Statements have been published, each individually, and in combination with others, is capable of a defamatory meaning which implies provably false statements of fact. This reasonably gives rise to false innuendo that MESH has, among other things, acted in an improper and/or unlawful manner.

209. Most those who heard, read or otherwise received Defendants' Defamatory Statements understood and ascribed the defamatory meaning/implication.

⁴⁴ This is one of a number of examples of a Defendant, here Defendant Durak directly, using perceived authority as a Grand Lodge officer, to communicate a false narrative that intentionally misstates MESH's role with the COVID Relief Fund at times where MESH is not present or offered an opportunity to speak. This is one of numerous examples of Defendants' disinformation campaign.

⁴⁵ Related to this is that in discovery to date, a number of key documents bearing the name of one Defendant in fact appear directly to have involved a greater number of Defendants. This is based in part on limited metadata Defendants have produced to date, and is despite proper request for the metadata that to date Defendants substantially improperly have withheld.

210. Defendant Huertas, Defendant Kamara, and Defendant Barnes made the foregoing actionable, Defamatory Statements with actual malice, knowing their falsity and/or with reckless disregard for the truth. Further, Defendants intended or endorsed all defamatory implications implicitly arising from same.

211. Alternatively, Defendants negligently made their actionable Defamatory Statements, materially breaching the applicable standard of care in doing so.

212. Defendants' improper actions described herein, including in this Count V, proximately have caused harm, risk of irreparable harm, loss, and damage to MESH, including, for example, destabilization of trust in the charity of 120 years – trust is vital to a charity, curtailed outreach between MESH and those in need of care and all-around support, who MESH by mission and purpose is dedicated to serve, chilled relationships with lodges and other Masonic bodies in the community, and their leaders, thus substantially interfering with MESH's ability to appear, present, and/or fundraise. Further harm, loss, and damage, is detailed herein, starting at ¶¶ 6(a) and (b) above.

WHEREFORE, MESH respectfully requests that this Honorable Court:

A. Enter a preliminary injunction, followed by a permanent injunction as may be applicable, providing as follows:

- (i) prohibiting Defendants, and if applicable grand lodge⁴⁶, from engaging, directly or indirectly, in whole or part, in the improper course of conduct described herein, including taking retaliatory acts, directly and indirectly, against MESH, persons associated with MESH, and persons/bodies supportive of MESH; and
- (ii) prohibiting Defendants, and if applicable grand lodge⁴⁷, from seeking confidential or sensitive information of or associated with MESH, such as, for example, persons requesting aid, identity of individual donors

⁴⁶ See n.7, *supra*.

⁴⁷ See n.7, *supra*.

(illustrative examples; not intended to be exclusive of other confidential or sensitive information of or associated with MESH); of MESH; and

- (iii) prohibiting Defendants, and if applicable grand lodge⁴⁸, from making, directly or indirectly, in whole or part, any false/materially misleading statement (by affirmative statement or material omission) to any person, about MESH and/or its leadership; and

B. Enter judgment in MESH’s favor and against Defendants, jointly and severally, in a principal amount to be determined at trial that exceeds Seventy-five Thousand Dollars (\$75,000), plus punitive damages in the amount of One-Million (\$1,000,000) Dollars, plus prejudgment interest, post judgment interest, costs, expenses, and for such other and further relief as to which MESH may be entitled.

COUNT VI
(Malicious Use of Process – Defendant Huertas)

213. MESH adopts herein by reference the allegations of ¶¶ 1 – 135 and 157 – 212 above, and 229 – 244 below, as if fully set forth herein.

214. As detailed above, including, for example, at ¶¶ 73 - 95, Defendant Huertas, without legal authorization, justification or excuse, instituted a civil proceeding against MESH Executive Director Jesse Villarreal, specifically in Jesse Villarreal’s capacity as Executive Director of MESH.

215. But for MESH Executive Director Jesse Villarreal’s role as head of MESH, Defendant Huertas would not have been motivated to proceed as he chose to, and act outside his purported authority as a grand master, against a separate, corporate organization, MESH.

216. The civil proceeding purportedly was instituted pursuant to a Masonic Code used by Defendant Huertas. That civil proceeding purportedly was pursuant to a “Constitution,” “By-laws,” and/or prescribed rules of procedure, including that identified below.

⁴⁸ See n.7, *supra*.

217. Sec. 1003.09 entitled, “The Grand Master: Judicial Authority over Individual Masons” states in pertinent part as follows:

The Grand Master has authority

- To prefer Masonic Charges in accordance with the Code of Trials in any constituent Lodge, or in the Grand Lodge, against any brother under the jurisdiction of this Grand Lodge;
- To suspend brothers for a period of no more than thirty (30) days in anticipation of the preferral [sic] of Masonic Charges in accordance with the Code of Trials, or the referral of such Charges to the Grand Lodge having jurisdiction of the accused, and to continue such suspension through the disposition of such charges, should he determine that protecting the honor and reputation of the Craft requires the same

218. Defendants have used the above-referenced Sec. 1003.09 for their own devices and improper actions against MESH. This includes but is not limited to the three Concocted Suspensions directly involving MESH. In doing so, Defendants have used it in a manner at odds with the origin and purpose of the Section.

219. Section 1003.09 provides in pertinent part that a “preferral of Masonic Charges in accordance with the Code of Trials” may *follow* a suspension “for a period of no more than thirty (30) days[.]” Here, Defendants caused a “Preferral of Charges” to be placed on MESH Executive Director Jesse Villarreal *before* Defendant Huertas’ “Decision No. 2022-1” formalizing Concocted Suspension #1 of 3. Meanwhile, a number of Defendants, who had no role or business drafting a suspension decision purportedly of Defendant Huertas, were drafting the suspension before any alleged or fabricated charge.

220. Section 1003.09 then provides in pertinent part that a “referral of such Charges to the Grand Lodge having jurisdiction of the accused” may facilitate a suspension exceeding the otherwise stated “period of no more than thirty (30) days[.]” Here, Defendants neither identified nor provided any documentation setting forth any such referral of any charge against MESH Executive Director Jesse Villarreal to Lafayette-Dupont Lodge No. 19.

221. Nothing in the Masonic Code, “Constitution,” “By-laws,” and/or prescribed rules of procedure, authorizes the course of civil proceeding here pursued by Defendant Huertas against MESH Executive Director Jesse Villarreal.

222. As described herein, Defendants, led by Defendant Huertas, used this suspension provision, and the associated “process” of suspending and “trying” “accused” Masons for “Masonic Charges,” for improper purposes contrary to, among other things, grand lodge’s reported tax-exempt fraternal purpose.

223. As detailed above, including, for example, at ¶¶ 73 – 95, Defendant Huertas instituted the civil proceeding against MESH Executive Director Jesse Villarreal *without* probable cause, and *without* reasonable grounds on which to base institution of the civil proceeding.

224. As detailed above, including, for example, at ¶¶ 73 - 95, Defendant Huertas instituted the civil proceeding against MESH Executive Director Jesse Villarreal with malice: This includes not only the inference of malice from Defendant Huertas starting the proceeding without probable cause, but also (a) Defendant Huertas’ improper motives described above, and (b) failure to follow pertinent sections of the Masonic Code, such as the “Constitution,” “By-laws,” and/or prescribed rules of procedure, on which Defendant Huertas purported to rely.

225. The civil proceeding on Concocted Suspension #1 of 3 terminated in favor of MESH Executive Director Jesse Villarreal no later than in or about the Spring of 2022.

226. Defendant Huertas’ improper actions described herein, including in this Count VI, proximately have caused harm, risk of irreparable harm, loss, and damage to MESH, , including, for example, destabilization of trust in the charity of 120 years – trust is vital to a charity, inhibited outreach between MESH and those in need of care and all-around support, who MESH by mission and purpose is dedicated to serve, chilled relationships with lodges and other Masonic bodies in

the community, and their leaders, thus substantially interfering with MESH's ability to appear, present, and/or fundraise.

227. Defendant Huertas further proximately has caused damages to be inflicted on MESH by special injury, among other injuries. This special injury includes that MESH Executive Director Jesse Villarreal reasonably believed that he could not go to the temporary offices of MESH to fulfill his duties from that intended location, because it was located in a Scottish Rite building. This special injury further includes that MESH Executive Director Jesse Villarreal literally and/or practically could not (without exposing other persons and bodies to unlawful charter arrest or meritless suspension) visit DC Masonic Lodges, Chapters and Masonic affiliated organizations, speak at Masonic meetings and events, attend functions on behalf of MESH within the Masonic community, and/or participate in essential outreach activities designed to get the word out about MESH and its charitable services, and identify those in need of such services or aid.

WHEREFORE, MESH respectfully requests that this Honorable Court enter judgment in MESH's favor and against Defendant Huertas, in a principal amount to be determined at trial that exceeds Seventy-five Thousand Dollars (\$75,000), plus punitive damages in the amount of One-Million (\$1,000,000) Dollars, plus prejudgment interest, post judgment interest, costs, expenses, and for such other and further relief as to which MESH may be entitled.

COUNT VII

(Tortious Interference with Economic Relationships – All Defendants⁴⁹)

228. MESH adopts herein by reference the allegations of ¶¶ 1 – 135 and 157 – 227 above, as if fully set forth herein.

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⁴⁹ And if applicable grand lodge included as to injunctive relief.

Interference with Relationships with Lodges

229. As detailed above, Defendants intentionally and willfully engaged in acts calculated to cause damage and loss to MESH in its lawful business and/or to its economic rights; and Defendants did so with the unlawful purpose of causing such damage and loss without justifiable cause or right.

230. Lodge relationships, as well as Chapter relationships, and relationships with other Masonic bodies, is at the heart of the mission of MESH as a charity serving the needs of sisters and brothers in the Masonic community for 120 years.

231. Lodges are members of grand lodge. Individual masons are not members of grand lodge. Those lodges that are members of grand lodge pay dues to grand lodge.

Interference with MESH's Employer-Employee Relationship with Key Employee Morgan Corr

232. Defendants knew or had knowledge of facts showing that MESH had an employment relationship with its Key Employee Morgan Corr.

233. At all times pertinent, Morgan Corr's essential employment duties have included, in substantial part, planning for and organizing fund raising events and promoting MESH and its charitable mission (such as, for example, outreach to facilitate identification of those in need, directly assisting those in need, promotion and fundraising, such as recently in connection with MESH's 120th anniversary event). This includes, in material part, visiting DC Masonic Lodges, Chapters and Masonic affiliated organizations, presenting and speaking at Masonic meetings and events about MESH and its charitable work, attending functions on behalf of MESH within the Masonic community, and participating as part of the MESH leadership team in essential outreach activities designed to promote MESH.

234. As detailed above, Defendants were motivated to, intended to, and/or knew/believed that the consequences of their actions substantially were certain to result, in pertinent part, deliberately to interfere with the MESH-Morgan Corr employer-employee relationship by significantly impeding his ability effectively and productively to serve MESH.

235. As detailed above, Defendants intended Concocted Suspension #2 of 3, as described at ¶ 234 above, significantly to impede MESH's Key Employee Morgan Corr from serving MESH effectively and productively.

236. Defendants have sought to and overwhelmingly succeeded in preventing MESH Key Employee Morgan Corr from performing duties customary to his position and/or as assigned to him by MESH Executive Director Jesse Villarreal.

237. Defendants have sought to and overwhelmingly succeeded in inhibiting outreach between MESH and those in need of care and all-around support, who MESH, by mission and purpose, has been dedicated to serve for 120 years.

238. Defendants have sought to and overwhelmingly succeeded in chilling lodges, and other Masonic bodies, and their respective leaders, from having MESH appear, present and/or fundraise at their lodges. This has had a major, negative impact on MESH's employment relationship with Key Employee Morgan Corr.

239. In addition to the illustrative examples of Defendants' intentional interference with the employer-employee relationship of MESH and Key Employee Morgan Corr that are detailed above, additional examples specific to Key Employee Morgan Corr occurred on September 22 and 29, 2022. Upon information and belief, both meetings were conducted in primary part by Defendant Huertas, Defendant Kamara, Defendant Durak, and Defendant Bressman. The September 22, 2022 meeting of these Defendants was with Andrew Schneider, leadership of

Federal Lodge. The September 29, 2022 meeting of these Defendants was with other leadership of Federal Lodge, specifically including Oscar Viera and Wayne Brough. At both meetings, these Defendants instructed one or more attendees not to talk [ever] to MESH Key Employee Morgan Corr, in addition to the admonition and urging that they also not talk [ever] to MESH Executive Director Jesse Villarreal and/or MESH Chair of the Board Neal Jarvis.

240. Defendants' intentional interference such as identified in both parts of this Count VII was wrongful per se.

241. Alternatively, Defendants' intentional interference such as identified in both parts of this Count VII, if lawful, was done by Defendants with malice and unjustified in law for the purpose of invading MESH's business relationships.

242. Defendants' conduct described in this Count VII, among others, materially has interfered with the interests of those in need of the vast charitable services and aid that MESH has to offer.

243. The interests that Defendants sought to advance in engaging in the conduct described in this Count VII, among others, wholly is self-serving and not in line with any greater good, from a Freemasonry standpoint or otherwise.

244. Defendants' improper actions described herein, including in both parts of this Count VII, proximately have caused harm, risk of irreparable harm, loss, and damage to MESH, including, destabilization of trust in the charity of 120 years – trust is vital to a charity; curtailed outreach between MESH and those in need of care and all-around support, who MESH by mission and purpose is dedicated to serve; chilled relationships with lodges and other Masonic bodies in the community, and their leaders, thus substantially interfering with MESH's ability to appear, present, and/or fundraise; and actual loss of value to MESH of services rendered by MESH Key

Employee Morgan Corr and paid for by MESH. Further harm, loss, and damage, is detailed herein, starting at ¶¶ 6(a) and (b) above.

WHEREFORE, MESH respectfully requests that this Honorable Court:

A. Enter a preliminary injunction, followed by a permanent injunction as may be applicable, providing as follows:

- (iv) prohibiting Defendants, and if applicable grand lodge⁵⁰, from engaging, directly or indirectly, in whole or part, in the improper course of conduct described herein, including taking retaliatory acts, directly and indirectly, against MESH, persons associated with MESH, and persons/bodies supportive of MESH; and
- (v) prohibiting Defendants, and if applicable grand lodge⁵¹, from seeking confidential or sensitive information of or associated with MESH, such as, for example, persons requesting aid, identity of individual donors (illustrative examples; not intended to be exclusive of other confidential or sensitive information of or associated with MESH); and
- (vi) prohibiting Defendants, and if applicable grand lodge⁵², from making, directly or indirectly, in whole or part, any false/materially misleading statement (by affirmative statement or material omission) to any person, about MESH; and

B. Enter judgment in MESH's favor and against Defendants, jointly and severally, in a principal amount to be determined at trial that exceeds Seventy-five Thousand Dollars (\$75,000), plus punitive damages in the amount of One-Million (\$1,000,000) Dollars, plus prejudgment interest, post judgment interest, costs, expenses, and for such other and further relief as to which MESH may be entitled.

⁵⁰ See n.7, *supra*.

⁵¹ See n.7, *supra*.

⁵² See n.7, *supra*.

Respectfully submitted,

STEIN SPERLING BENNETT
DE JONG DRISCOLL PC

By: /s/ Alexia Kent McClure
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By: /s/ Eduardo S. Garcia
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Attorneys for MESH

DEMAND FOR JURY TRIAL

MESH demands a trial by jury on all issues so triable in the above-captioned action.

/s/ Alexia Kent McClure
Alexia Kent McClure
Eduardo S. Garcia

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 16th day of October, 2023, a copy of the foregoing Complaint for Relief was efiled and served via the MDEC filing system; and a courtesy copy timely is being provided via electronic mail to the following counsel of record for Defendants: Bernard Dennis, III (Bernard.dennis@jacksonlewis.com), John M. Remy (john.remy@jacksonlewis.com), Jackson Lewis P.C., 10701 Parkridge Blvd., Suite 300, Reston, VA 20191; and a courtesy copy timely provided to Christopher Swift (cswift@foley.com), and Paul Monsees (pmonsees@foley.com), Foley & Lardner LLP, Washington Harbour, 3000 K Street, N.W., Suite 600, Washington, D.C. 20007.

/s/ Alexia Kent McClure _____

Alexia Kent McClure

Eduardo S. Garcia

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DE JONG DRISCOLL PC

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ROCKVILLE, MARYLAND 20852

TELEPHONE 301-340-2020

Exhibit 1

Dennis, Bernard G., III (DC)

From: no-reply@efilingmail.tylertech.cloud
Sent: Monday, September 18, 2023 11:18 PM
To: Dennis, Bernard G., III (DC)
Subject: Notification of Service for Case: C-15-CV-22-001607, Masonic and Eastern Star Home of the District of Columbia Charities, INC vs. Daniel Huertas, et al. for filing Service Only, Envelope Number: 13956218

Categories: Filed to ND
FilingIndicator: -1

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Notification of Service

Case Number: C-15-CV-22-001607
Case Style: Masonic and Eastern Star Home of the District of Columbia Charities, INC vs. Daniel Huertas, et al.
Envelope Number: 13956218

This is a notification of service for the filing listed. Please click the link below to retrieve the submitted document.

Filing Details	
Case Number	C-15-CV-22-001607
Case Style	Masonic and Eastern Star Home of the District of Columbia Charities, INC vs. Daniel Huertas, et al.
Date/Time Submitted	9/18/2023 11:17 PM EST
Filing Type	Service Only
Filing Description	Bressman Interrogatory Answers
Filed By	Bernard Dennis
Service Contacts	Masonic and Eastern Star Home of the District of Columbia Charities, INC: Eduardo Garcia (egarcia@steinsperling.com) Alexia McClure (amclure@steinsperling.com) Daniel A. Huertas:

	<p>John Remy (John.Remy@jacksonlewis.com)</p> <p>Bernard Dennis (bernard.dennis@jacksonlewis.com)</p> <p>Other Service Contacts not associated with a party on the case:</p> <p>Mamie Brown (mbrown@steinsperling.com)</p> <p>Crystal Vereen (cvereen@steinsperling.com)</p> <p>Taylor Shurley (tshurley@steinsperling.com)</p>
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Case Style	Masonic and Eastern Star Home of the District of Columbia Charities, INC vs. Daniel Huertas, et al.
Date/Time Submitted	9/18/2023 11:17 PM EST
Filing Type	Service Only
Filing Description	Bressman Responses to Requests for Documents
Filed By	Bernard Dennis
Service Contacts	Masonic and Eastern Star Home of the District of Columbia Charities, INC: Eduardo Garcia (egarcia@steinsperling.com) Alexia McClure (amclure@steinsperling.com) Other Service Contacts not associated with a party on the case:

	Crystal Vereen (cvereen@steinsperling.com) Taylor Shurley (tshurley@steinsperling.com) Mamie Brown (mbrown@steinsperling.com) Daniel A. Huertas: Bernard Dennis (bernard.dennis@jacksonlewis.com) John Remy (John.Remy@jacksonlewis.com)
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Date/Time Submitted	9/18/2023 11:17 PM EST
Filing Type	Service Only
Filing Description	Bressman Responses to Admission Requests
Filed By	Bernard Dennis
Service Contacts	Masonic and Eastern Star Home of the District of Columbia Charities, INC: Alexia McClure (amclure@steinsperling.com) Eduardo Garcia (egarcia@steinsperling.com) Daniel A. Huertas:

	<p>Bernard Dennis (bernard.dennis@jacksonlewis.com)</p> <p>John Remy (John.Remy@jacksonlewis.com)</p> <p>Other Service Contacts not associated with a party on the case:</p> <p>Crystal Vereen (cvereen@steinsperling.com)</p> <p>Taylor Shurley (tshurley@steinsperling.com)</p> <p>Mamie Brown (mbrown@steinsperling.com)</p>
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Exhibit 2

Dennis, Bernard G., III (DC)

From: Dennis, Bernard G., III (DC)
Sent: Friday, October 13, 2023 3:48 PM
To: Alexia Kent McClure; Eduardo S. Garcia
Cc: Remy, John M. (DC)
Subject: MESH v. Huertas; Second Set of RFPD

Good afternoon Alexia and Eddie,

I am following up on my voice messages this morning. Having reviewed the Motion to Compel you filed yesterday I see that I overlooked these document requests in addressing the five other discovery requests served that same day. Please accept my sincere apologies.

As you are aware, we took immediate action to address the two deposition notices and provided timely responses to the Interrogatories, Document Requests, and Admission Requests served for Jacob Bressman that day. We will provide a response and any responsive, non-privileged documents. It was never my intention to ignore the separate document requests issued to all Defendants.

Since the time to respond has expired, we will request the Court extend our time per Rule 1-204(a)(3) and permit us 10 days to review and respond. Please advise as to whether MESH consents to this extension request. I appreciate the courtesy of your timely response.

Sincerely,
Bernie



Bernard G. Dennis, III

Attorney at Law

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