

**IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
(Civil Division)**

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

Plaintiff, :

v. :

Case No.: 2024-CAB-007835

GEORGE E. PEREZ :
4507 Neptune Drive :
Alexandria, VA 22309 :

Defendant. :

COMPLAINT FOR DAMAGES AND RELATED EQUITABLE RELIEF

Plaintiff, The Masonic and Eastern Star Home of the District of Columbia Charities, Inc. (“MESH” or “Plaintiff”), by and through its attorneys, Alexia Kent McClure and Stein Sperling Bennett De Jong Driscoll PC, hereby sues for damages and related equitable relief against Defendant George E. Perez (“Defendant Perez”), stating as follows:

INTRODUCTION

1. MESH is a charity established by an Act of Congress in 1902. It is organized as a non-profit corporation, maintained pursuant to Internal Revenue Code § 501(c)(3). For over 120 years MESH has pursued its mission to provide for the welfare and care of needy sisters and brothers of the Grand Chapter, Order of the Eastern Star (“OES”) of the District of Columbia and The Grand Lodge F.A.A.M. of the District of Columbia (“Grand Lodge—DC”), along with their spouses and dependent children.

2. The Board of Directors of MESH governs MESH and its business and affairs.

3. Defendant Perez was a member of the MESH Board of Directors for several years. His term ended in January 2024.

4. By operation of law, Defendant Perez while a member of the MESH Board of Directors owed to MESH certain fundamental duties, including a fiduciary duty of due care, and fiduciary duties of loyalty and disinterestedness that encompass good faith.

5. By written contract, detailed below, Defendant Perez owed contractual duties to MESH, including in most pertinent part, that he contractually was bound to conduct his activities with MESH so that he did not advance or protect his own interest or the private interest of others with whom he had a relationship, in a manner detrimental to the interest or fundamental mission of MESH.

6. Defendant Perez overwhelmingly failed and refused to honor his fundamental and contractual duties to MESH.

7. Defendant Perez turned his fundamental, fiduciary, and contractual duties on their head.

8. At all times pertinent hereto, while conducting his activities with MESH, Defendant Perez actively pursued his self-interest and the interests of others with whom he had a relationship to the detriment of MESH.

9. At all times pertinent hereto, while conducting his activities with MESH, Defendant Perez persistently undermined MESH.

10. While Defendant Perez was a member of the MESH Board of Directors, he played a key role as a mole for a group whose actions threatened MESH's mission and existence as it had been known for > 120 years.

PARTIES

11. As stated, MESH is a charity established by an Act of Congress in 1902. MESH is organized as a non-profit 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.

12. Defendant Perez is an adult individual who resides in the Commonwealth of Virginia, upon information and belief is employed by the Small Business Administration, and at all times pertinent hereto has been a Mason in the District of Columbia, including a member of Potomac Lodge No. 5 with a principal place of business at 1212 Wisconsin Ave NW, Washington, DC, and Justice-Columbia Lodge No. 3 with a principal place of business at 2800 16th St NW, Washington DC. These purposeful contacts with the District of Columbia underpin the subject matter of this action.

JURISDICTION

13. This Court has subject matter jurisdiction of this matter pursuant to D.C. CODE §11-101 (2001) and §11-921(a) (2001).

14. This Court has personal jurisdiction over Defendant Perez pursuant to D.C. CODE §13-422 (2001) and §13-423 (2001). The claims for relief herein arise from acts enumerated in §13-423, including (a)(1), (a)(3), and/or (a)(4).

PERTINENT FACTS

15. At the outset of MESH in 1902, founders from Grand Chapter, Order of the Eastern Star (“OES”) were looking for a way to help care for their aged or infirm members and members’ orphans, and petitioned Congress for a charter.

16. 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[.]

MESH Board of Directors

17. 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.”

18. Defendant Perez was a member of the MESH Board of Directors for two 3-year terms from January 2018 to January 2024.

19. At all times pertinent hereto, the expressly communicated written role and expectations of individual Board members of MESH, include the following:

- Know the organization’s mission, policies, programs, and needs;
- Be familiar with and follow MESH bylaws, policies, and resolutions;
- Comply with board ethics policies and proactively communicate potential conflicts;
- Faithfully read and understand MESH’s financial statements;
- Serve as active advocates and ambassadors for MESH and fully engage in identifying and securing the financial resources and partnerships necessary for MESH to advance its mission;
- Leverage connections, networks, and resources to develop collective action to fully achieve and promote MESH’s mission and programs;
- Identify personal connections that can benefit the organization’s fundraising and reputational standing;
- Prepare for, attend, and conscientiously participate in board meetings and events;
- Participate fully in one or more committees of MESH;
- Maintain confidentiality about all internal MESH matters;
- Sign an annual conflict of interest policy disclosure;

- Make an annual financial commitment to MESH in accordance with MESH policies.

20. Defendant Perez grossly disregarded and failed to abide by at least ten of the twelve enumerated material components of role and expectations of a MESH Board member. The last component, any annual financial commitment to MESH, was not an exception to Defendant Perez's gross disregard and failure to abide by his duties, including but not limited to those enumerated above.

21. MESH's Bylaws at Article VII, Section 7.3, provides, in pertinent part,

Every member of the Board of Directors must annually sign a statement which affirms that he or she has read the Conflicts of Interest policy, has received a copy of the policy, understands said policy, agrees to abide by said policy and understands the necessity of said policy to ensure MESH maintains its tax-exempt status by operating as a charitable organization.

22. Defendant Perez declined to read the Bylaws of MESH. Meanwhile, he knew and admitted under oath that bylaws are foundational to corporate governance.

Defendant Perez enters into Conflict of Interest Policy Agreement with MESH

23. Over time Defendant Perez received, read, understood, and agreed to comply with a number of conflict of interest policy agreements with MESH.

24. Defendant Perez most recently assented to and signed a conflict of interest policy agreement with MESH on or about January 28, 2023. Defendant Perez also earlier assented to and signed a conflict of interest policy agreement with MESH, including on or about January 21, 2022.¹ The 2023 agreement supplements and does not supersede the 2022 agreement. Defendant Perez is bound by the terms of the conflict of interest policy agreements (Exhibits 1(a) and 1(b) collectively referred to herein as, "Agreement").

¹ A copy of Defendant Perez's conflict of interest policy agreement with MESH of or about January 21, 2022 is attached hereto as Exhibit 1(a) and adopted herein. A copy of Defendant Perez's most recent conflict of interest policy agreement with MESH is attached hereto as Exhibit 1(b) and adopted herein.

25. The Agreement provides, in pertinent part, that:

I will conduct my activities with MESH so that I do not advance or protect my own interest, or the private interest of others with whom I have a relationship, in a way that is detrimental to the interest of, or to the fundamental mission of MESH.

26. The Agreement requires, in pertinent part, that “[i]n every instance” in which Defendant Perez was a member of the MESH Board of Directors, he “w[ould] conduct [his] activities in a manner best appropriate to the interest of MESH.”

27. An underpinning of the Agreement is a Conflict of Interest Policy (“Policy”).² An express term of the Agreement provides for following the Policy standards.

28. The Agreement provides, in pertinent part, “that each director “has a duty to avoid conflicts of interest[.]”

29. A Policy term incorporated in the Agreement provides, in pertinent part, “Directors [] are fiduciaries of the Corporation and, as such, in addition to the above, must act fully in accordance with the common law and State of Maryland law relating to fiduciary duties.”

30. As part of the longstanding practice and policy of avoiding conflicts of interest, any member of the MESH Board of Directors having a duality of interest or possible direct or indirect conflict of interest shall disclose that to the Board, and shall not vote or use his/her personal influence on the matter, and shall not participate in deliberation or decision of certain matter, and shall not be counted in determining whether a quorum for a meeting exists.

31. Defendant Perez actively and consistently failed and refused to comply with the Agreement and Policy incorporated therein, and thwarted the spirit of the Agreement and Policy.

² A copy of the Conflict of Interest policy statement is attached hereto as Exhibit 2 and adopted herein.

MESH Assembly

32. MESH has an assembly that comprises about 70 constituent seats. The primary purpose of each assembly constituent is as a liaison with various chapters and lodges to identify and facilitate aid or care to persons in need.

33. Up to six constituents of the MESH assembly source from Grand Lodge—DC.

34. In or about January 2018 and January 2021, Grand Lodge—DC put forward Defendant Perez for a 3-year term as a constituent of the MESH assembly.

35. In or about November of 2021, Daniel Huertas nominated Defendant Perez for a second three-year term commencing January 2022 as a constituent of the MESH assembly. Unbeknownst to MESH, this term for Defendant Perez was intended to benefit Defendant Perez and interests of persons in a group (referenced at ¶ 10 above) separate from MESH.

MESH Commences Legal Action Against a Set of Individual Defendants

36. On April 15, 2022, MESH filed a civil action captioned MESH v. Daniel Huertas, et al., Civil Case No. C-15-CV-22-001607 in the Circuit Court for Montgomery County, Maryland (“Circuit Court”). A declaratory judgment claim led the action, and several tort claims followed, including tortious interference claims with related civil conspiracy and aiding and abetting liability claims (“Maryland DJ Action”). In the Maryland DJ Action, MESH sought declaratory relief, injunctive relief, and damages, from the group of individual defendants (“defendants”).

37. Defendant Perez knew of the origin and filing of the Complaint for Declaratory, Equitable and Related Relief (filed April 15, 2022) initiating the Maryland DJ Action.³

38. Daniel Huertas was part of the defendants group in the Maryland DJ Action.

³ On June 27, 2023, Defendant Perez testified as a non-party witness in the Maryland DJ Action (“Perez dep.”) at 19, ll. 11-22; and at 20, l. 1.

39. On or about August 25, 2022, the Circuit Court entered a Consent Order in the Maryland DJ Action. That Consent Order resolved a then pending motion for preliminary injunction filed by MESH to mitigate against risk of likely irreparable harm to it from any of the defendants. The Consent Order, provides, in pertinent part, that defendant(s) shall not:

- (b) directly or indirectly communicate, reveal, or solicit any financial information from 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

40. The Consent Order remains in full and force and effect. In fact, by agreement of all parties in the Maryland DJ Action, the Consent Order survives the negotiated resolution of the Maryland DJ Action memorialized on or about September 26, 2024.⁴

In or about Fall of 2022 – Early 2023

41. In or about the Fall of 2022, Defendant Perez accepted an appointment as an officer for Grand Lodge—DC. This was a senior appointment that comes with a vote in Grand Lodge—DC. This was his stepping stone to an elected officer role with Grand Lodge—DC.⁵

42. In furtherance of MESH’s interest, mission, and the Consent Order, by letter dated January 18, 2023, MESH, by its Chair of the Board, sent a letter to, among others, Defendant Perez as a Board member, requesting information regarding communication received/sent since entry of the Consent Order in or about August 2022 with any of the defendants in the Maryland DJ Action.⁶

⁴ A copy of the Consent Order is attached hereto as Exhibit 3 and adopted herein.

⁵ In isolation this act was not a breach of the Agreement or a violation of his fundamental and fiduciary duties to MESH.

⁶ A copy of the letter dated January 18, 2023 is attached hereto as Exhibit 4 and adopted herein.

43. Defendant Perez declined to provide the requested essential information to MESH. In fact, Defendant Perez later testified that he chose “completely and utterly [to] ignore[]” it.⁷

Discoveries in the Maryland DJ Action

44. During discovery in the Maryland DJ Action, specifically on the heels of Defendant Perez choosing to disregard the pertinent information request, MESH began receiving information demonstrating Defendant Perez’s elevation of self-interest and the interests of others over his duties and obligations to MESH.

45. Discovery MESH received in the Maryland DJ Action revealed that as early as in or about the Fall of 2021, Defendant Perez actively was working against MESH and aiding defendants’ course of conduct that was at issue as part of the Maryland DJ Action.

46. A starter piece of the discovery MESH received was that Defendant Perez recklessly spread disinformation about MESH, sowing seeds of doubt and distrust. Meanwhile, trust is the single greatest intangible asset of a charity such as MESH.

47. Discoveries specific to Defendant Perez that MESH learned during the Maryland DJ Action, commencing in early 2023, provide illustrative context for the breach of contract and breach of fiduciary duty claims stated below. These include, for example, the following:

- (a) On January 13, 2022, Defendant Perez communicated to one or more of the defendants in the Maryland DJ Action, “There is a serious issue going on at mesh [sic] which involves the grand lodge and I have information and that may help resolve resolve [sic] this.” Meanwhile, on June 27, 2023, Defendant Perez testified under oath that he did not recall the communication and further that he did not recall any issues at MESH in that time frame of January 2022.⁸
- (b) In and about October of 2021, Defendant Perez was providing internal MESH information acquired from service on the MESH Board [to persons not

⁷ Defendant Perez testified, in pertinent part, the information sought in connection with the Consent Order in place for MESH’s protection was his “private affairs” and none of MESH’s business. Perez dep. at 213-14.

⁸ Perez dep. at 78-79, 176.

authorized to receive same] and reinforces with, “I will be happy to tell you all about MESH.”

- (c) Starting in and about November 2021, Defendant Perez was “brief[ing]” unauthorized persons about MESH with internal MESH information acquired from his position on the MESH Board.
- (d) In March 2022, Defendant Perez was praised by unauthorized person(s) he was funneling internal MESH information to for putting a “fire” in MESH.
- (e) Upon information and belief, on November 21, 2022, Defendant Perez chose the following over his attendance at the MESH Board meeting – attend an apparent personal attack on a MESH volunteer who had assisted MESH for years, including history/archiving projects and more. Baseless accusations of misdeeds were levied on the MESH volunteer at his lodge seeking his withdrawal in lieu of his anticipated elevation to head of the lodge. Defendant Perez later falsely claimed he had not been informed of that MESH Board meeting wherein certain Board decisions were made. Defendant Perez used his story about this to further his undermining of MESH’s interests and reputation.
- (f) In and about February 2023 Defendant Perez actively was seeking to provide internal MESH salary information to unauthorized persons. To MESH, as part of demanding certain internal information and generating internal communications he may forward to defendants, Defendant Perez feigned lack of knowledge on the topic. In fact, Defendant Perez directly had been involved in such internal employment matter.
- (g) In and about 2023, Defendant Perez also was working in concert with a constituent of the Assembly of MESH, including for example Robert Starr, to aid the defendants in the Maryland DJ Action. At times, Defendant Perez provided false or misleading basis(es), not in good faith, to MESH for certain of his demands/requests. In doing so, Defendant Perez also knew that he was contributing to breaches of contract and legal duties of others to MESH.

48. Throughout all times pertinent hereto, Defendant Perez concealed from MESH pertinent information regarding his active, actual conflicted loyalties and decided action to elevate his personal interest, role with Grand Lodge—DC, and aiding defendants, over the fundamental, fiduciary, and contractual duties, *i.e.* the Agreement, to MESH.

49. Throughout all times pertinent hereto, Defendant Perez affirmatively and consistently took action contrary and harmful to MESH’s mission, policies, and programs.

Non-party Discovery from Defendant Perez in the Maryland DJ Action

50. MESH necessarily commenced direct discovery from Defendant Perez, a non-party in the Maryland DJ Action.

51. On March 9, 2023, Defendant Perez was served with a Subpoena for deposition that included three *duces tecum* requests. Defendant Perez obstructed at every turn.

52. The Circuit Court for Montgomery County, Maryland (“Circuit Court”) denied each and all of the motions Defendant Perez filed seeking to avoid providing essential, pertinent discovery to MESH for whom he still served as a Board member. These include the following:

- (a) By Order entered April 4, 2023, the Circuit Court denied Defendant’s Motion for Protective Order and to Quash Deposition Duces Tecum Subpoena (motion filed March 13, 2023).
- (b) By Order entered May 26, 2023, the Circuit Court denied Defendant’s Motion to Extend Time to File Motion for Reconsideration (motion filed April 13, 2023).
- (c) On January 10, 2024, the Circuit Court entered its “Order on Discovery Motions Heard December 28, 2023,” including denying Defendant’s Second Motion for Protective Order (filed August 24, 2023).⁹

Under Oath Revelations from Defendant Perez on June 27, 2023

53. On June 27, 2023, in the Maryland DJ Action, Defendant Perez as a non-party testified under oath.

54. Defendant Perez’s under oath revelations on June 27, 2023, include, for example, having provided certain false information, such as on the topic of providing MESH information to one or more of the defendants.

Q You have provided information about MESH to one or more of the defendants. Do you agree about that?

A I don’t recall giving information to anyone.

⁹ The Court’s Order on Discovery Motions Heard December 28, 2023 provides, in pertinent part, as follows, “George Perez’s Objection to Subpoena and Motion for Protective Order” (filed August 24, 2023) be and hereby is DENIED[.]”

Q So it's your testimony under oath that you don't recall ever providing any MESH information to any defendant at any time; is that what you're saying?

A I don't recall.

Q Have you ever voluntarily provided any MESH information of any kind or nature about MESH to any of the defendants?

A No.

Q Have you ever involuntarily provided any information about MESH to any of the defendants?

A No.

[]

Q Have you shared information about MESH board members with any of the defendants?

A Not that I recall.¹⁰

55. On June 27, 2023, Defendant Perez admitted, for example, that he had a “nondisclosure oath agreement” with Grand Lodge—DC.

56. On June 27, 2023, Defendant Perez extolled his active and continuing deletion practices in further violation of his duties to MESH. When Defendant Perez was asked about his duty to preserve, he testified, in pertinent part, “The notion to preserve does not apply to my personal property when it comes to other entities. That is not my responsibility.”¹¹ Similarly, as to why George Perez did not discontinue his deletion practices even after being aware of the filing of the Maryland DJ Action, George Perez testified, in pertinent part, as follows:

Q And did you ever discontinue your deletion practice after this case was filed?

A No.

Q And why is that?

A This is my phone, not MESH's. I deal with my property as I see fit.¹²

¹⁰ Perez dep. at 94-95 [objections omitted].

¹¹ Perez dep. at 50, ll. 7-16.

¹² Perez dep. at 42, ll. 12-17.

57. Defendant Perez admitted that he never read the Bylaws of MESH, though he admitted knowing the Bylaws is a “foundation[a]” governing document.

58. Defendant Perez also provided testimony under oath that was false, and upon information and belief intentionally was misleading, about who, how, and what he did in combining with others in furtherance of breaching his duties and contributing to harming MESH.

59. Throughout the non-party deposition of Defendant Perez there was consistent demonstration of largely seamless alignment with a number of defendants and Grand Lodge—DC.

60. Throughout the non-party deposition of Defendant Perez, as one illustrative moment in time, objectively it was apparent by context, content, and tone that Defendant Perez had been dismissive of the fundamental, fiduciary, and contractual Agreement duties, without legal justification, excuse, or regret.

Post June 27, 2023

61. On September 26, 2023, MESH sent a letter to Defendant Perez regarding his service to MESH overridingly having been a disservice. A disservice, “to a degree that presently cannot fully be quantified” and subjected MESH to irreparable harm. MESH requested Defendant Perez’s resignation.¹³

62. On September 28, 2023, Defendant Perez, by counsel, replied, in pertinent part, that he would resign only if released from all known and unknown claims as of September 29, 2023 and covenant not to sue him based on his conduct while a member of the MESH Board of Directors.

63. In or about the Fall of 2023, while a member of the MESH Board of Directors and while MESH was in active ongoing litigation with certain defendants associated with Grand

¹³ A copy of the letter dated September 26, 2023 is attached hereto as Exhibit 5 and adopted herein.

Lodge—DC, Defendant Perez declared himself as a candidate for an elected Grand Lodge—DC officer position. This would commence a march up an elected officer line.

64. On or about November 18, 2023, Defendant Perez accepted an elected officer position, known as “Junior Grand Steward,” with Grand Lodge—DC.

Other Pertinent Facts

65. On December 22, 2023, MESH filed a civil action in the Circuit Court for Montgomery County, Maryland, in pertinent part against Defendant Perez strictly for violation of his non-disclosure agreements with MESH (“NDA action”). Pursuant to a provision of the most-recent such non-disclosure agreement between MESH and Defendant Perez, he had consented in writing to personal jurisdiction in Courts situated in Montgomery County, Maryland as to any legal action arising under his subject Confidentiality and Non-Disclosure Agreement dated January 28, 2023.¹⁴

66. The written settlement agreement of the Maryland DJ Action provides, in pertinent part, at paragraph 10(b), “the Parties agree that this Agreement does not release George E. Perez [and his co-defendants in the above-referenced NDA action] from any claims.”

67. On December 26, 2023, Grand Lodge—DC filed a [counter]claim against MESH containing specific reference to Defendant Perez at ¶¶ 38, 39, 40, 45, and 71. The claim included false and misleading assertions, such as, “MESH has ignored its Bylaws[,]” grounded in citations to Defendant Perez, who unknown to MESH had declined even to read MESH’s Bylaws.

68. Upon information and belief, Defendant Perez knew of the intended counterclaims against MESH and played a role in the genesis and pursuit.

¹⁴ Defendant aggressively opposed jurisdiction over him in Maryland for two preceding Subpoenas for his deposition and other limited discovery from him as a non-party in the Maryland DJ Action. The claims stated against Defendant Perez herein that are outside his violation of the Non-Disclosure Agreement are raised in this action. Historical facts are immutable.

69. On January 18, 2024, there was a MESH Board of Directors meeting. Defendant Perez had been notified in advance, was welcome to attend, and chose not to attend.

70. On January 23, 2024, MESH wrote to Defendant Perez, stating, in pertinent part, “There was a meeting of the Board of Directors of MESH Charities held on January 18, 2024 to which you were notified in advance and welcome to attend. You chose not to attend. As a result of a vote of the Board at this meeting you are suspended from the Board until further notice.” This followed Defendant Perez being a named defendant in the NDA action that precluded active service on the MESH Board of Directors.

71. Also on January 23, 2024, MESH transmitted a letter to Defendant Perez addressing his underlying role as a constituent of the Assembly, providing, in pertinent part, “The Board of Directors, acting in the best interests of MESH, at 2022 year-end passed a resolution providing for deactivation of the status/claimed status of any person(s) involved in litigation with MESH Charities. This applies to you as the named defendant in pending litigation with MESH Charities (filed December 22, 2023). As a result of your deactivation as a constituent of the Assembly, you are not permitted to attend any meeting of the Assembly and/or exercise any other function, right, responsibility, or privilege associated with same. The deactivation remains in effect until such time as the later of a final resolution of the action or MESH no longer is exposed to a risk of irreparable harm.”

72. Defendant Perez’s contractual duties pursuant to the Agreement, including for example, his contractual duty to “not advance or protect [his] own interest, or the private interest of others with whom [he] has a relationship, in a way that is detrimental to the interest of, or to the fundamental mission of MESH” survived deactivation of his status as a constituent of the Assembly.

73. At all times pertinent hereto, Defendant Perez failed and refused to act on an informed basis. In fact, as described in illustrative part herein, Defendant Perez chose the contrary, proceeding with an intent to undermine, harm, and damage MESH as generally described herein, and/or with reckless disregard for the best interests and rights of MESH.

74. At all times pertinent hereto, Defendant Perez failed and refused to act in good faith. In fact, as described in illustrative part herein, he chose the contrary, proceeding with an intent to undermine, harm (such as, for example, destabilization of trust, a vital intangible asset of MESH), and damage MESH as generally described herein, and/or with reckless disregard for the best interests and rights of MESH.

75. At all times pertinent hereto, Defendant Perez failed and refused to act in the best interests of MESH. In fact, as described in illustrative part herein, Defendant Perez intended to undermine, harm (such as, for example, destabilization of trust, a vital intangible asset of MESH), and damage MESH as generally described herein, and/or recklessly disregarded the best interests and rights of MESH.

COUNT I
(Breach of Contract – the Agreement)

76. Plaintiff adopts and incorporates herein by reference the allegations of ¶¶ 1 through 75 above, and, as applicable, pertinent paragraphs below, as if fully set forth herein.

77. On or about January 21, 2022 and January 28, 2023, Defendant Perez entered into, in pertinent part here, the Agreement with MESH, collectively identified as Exhibits 1(a) and 1(b) hereto.

78. Defendant Perez assented to all terms of the Agreement with MESH.

79. Defendant Perez contractually has been obligated, as set forth in Exhibits 1(a) and (b), during, and as applicable, after his relationship with MESH.

80. Defendant Perez materially breached the Agreement as generally described herein, including by conducting his activities with MESH in whole or part to advance his own interests, conducting his activities with MESH in whole or part to advance the private interests of others, conducting his activities with MESH in a manner directly contrary to MESH's best interests, and failing to disclose and in fact concealing his actual conflicts of interest.

81. As generally described herein, commencing in and about 2023, MESH learned in initial part that Defendant Perez was acting in a manner indicative of material breach of, in pertinent part, the Agreement. As discovery proceeded in the Maryland DJ Action, Defendant Perez directly and consistently took certain actions contrary to the Agreement, and in other respects failed and refused to act in compliance with the Agreement (collectively, "Conduct").

82. Defendant Perez was as bound to comply with the Agreement as any other person serving as, for example, a constituent of the Assembly or member of the MESH Board of Directors. Nothing in the Agreement or otherwise provided an exemption of any kind for Defendant Perez (or any other person put forward by Grand Lodge—DC for a term as a constituent of the MESH Assembly).

83. Defendant Perez's Conduct was adverse to MESH.

84. On June 27, 2023, Defendant Perez, under oath and without regret, substantively confirmed a number of material breaches of the Agreement.

85. Additionally, Defendant Perez failed to disclose his Conduct and active, actual conflict of interest. In fact, Defendant Perez concealed this from MESH.

86. MESH performed its obligations under the Agreement.

87. Defendant Perez's material breaches of the Agreement proximately caused substantial harm, loss, and damage to MESH, such as generally described in illustrative part hereinabove.

WHEREFORE, Plaintiff, The Masonic and Eastern Star Home of the District of Columbia Charities, Inc. respectfully requests that this Court enter (a) judgment in favor of MESH and against Defendant George E. Perez, in a principal amount of no less than Two-Hundred Fifty Thousand (\$250,000) Dollars in compensatory damages to be determined at trial, and alternatively no less than nominal damage implied from every breach of contract, as a result of Defendant Perez's material breaches of the Agreement; (b) entry of a preliminary injunction, followed by a permanent injunction, as may be applicable, prohibiting Defendant Perez from further seeking to advance or protect his own interest, or the private interest of others with whom he has a relationship, in a manner detrimental to the interest of or mission of Plaintiff; and (c) such other and further relief in favor of Plaintiff as this Honorable Court deems just and proper.

COUNT II

(Breach of Implied Covenant of Good Faith and Fair Dealing)

88. Plaintiff adopts and incorporates herein by reference the allegations of ¶¶ 1 through 87 above, and, as applicable, pertinent paragraphs below, as if fully set forth herein.

89. The Agreement, by operation of law, includes an implied covenant of good faith and fair dealing ("the Covenant of Good Faith and Fair Dealing") as though an independent term of the Agreement. Specifically, the Covenant of Good Faith and Fair Dealing is treated as a term of the Agreement. To breach the Covenant is to breach the Agreement.

90. As a result of the Covenant of Good Faith and Fair Dealing, Defendant Perez had a duty to refrain from doing anything that would have the effect of destroying or injuring the right of the other party to receive the fruits of the Agreement

91. As generally described herein, Defendant Perez failed to refrain from taking action that would have the effect of destroying or injuring the right of MESH to receive the fruits of the Covenant of Good Faith and Fair Dealing.

92. Defendant Perez actively concealed from MESH his wrongful actions. This as a practical matter had the effect of destroying or injuring MESH's right to receive the fruits of the Agreement.

93. Defendant Perez has engaged in unreasonable, arbitrary, capricious conduct substantially evading the spirit of the Agreement, such as generally described herein.

94. Defendant Perez materially breached the Covenant of Good Faith and Fair Dealing, such as generally described herein.

95. As stated, MESH performed its obligations under the Agreement, including in pertinent part always acting in good faith and fairly.

96. Defendant Perez's material breaches of the Covenant of Good Faith and Fair Dealing in the Agreement proximately caused substantial harm, loss, and damage to MESH, such as generally described in illustrative part above.

WHEREFORE, Plaintiff, The Masonic and Eastern Star Home of the District of Columbia Charities, Inc. respectfully requests that this Court enter (a) judgment in favor of MESH and against Defendant George E. Perez, in a principal amount of no less than Two-Hundred Fifty Thousand (\$250,000) Dollars in compensatory damages to be determined at trial, and alternatively no less than nominal damage implied from every breach of contract, as a result of Defendant Perez's material breaches of the Covenant of Good Faith and Fair Dealing in the Agreement; (b) entry of a preliminary injunction, followed by a permanent injunction, as may be applicable, prohibiting Defendant Perez from further seeking to advance or protect his own interest, or the

private interest of others with whom he has a relationship, in a manner detrimental to the interest of or mission of Plaintiff; and (c) such other and further relief in favor of Plaintiff as this Honorable Court deems just and proper.

COUNT III
(Breach of Fiduciary Duty of Due Care)

97. Plaintiff adopts and incorporates herein by reference the allegations of ¶¶ 1 through 75 above, and, as applicable, pertinent paragraphs below, as if fully set forth herein.

98. In addition to, and in substantial part separate from, Defendant Perez’s contractual duties pursuant to the Agreement, Defendant Perez at all pertinent times was charged with abiding by the fundamental, fiduciary duty of care to MESH.

99. Defendant Perez had actual knowledge of these fiduciary duties, including the duty of due care. Various components of this duty of due care expressly were communicated to and known by Defendant Perez, as set forth in ¶ 19 above.

100. Defendant Perez further had actual knowledge of these fiduciary duties from Board training materials provided on or about November 6, 2019 that included identification and description of the three legal duties of a non-profit board member, such as, in pertinent part in this Count III, the duty of care (“Pay attention to the organization’s activities and operations”) and Obedience (“Comply with applicable federal, state, and local laws; adhere to the organization’s bylaws; and remain the guardians of the mission.”).

101. Regardless of Defendant Perez’s actual knowledge of the fiduciary duty of care at issue in this Count III, Defendant Perez legally is responsible to comply with same.

102. As generally described herein, including but not limited to, for example, disregarding and failing to abide by at least ten of twelve enumerated material components of role

and expectations of him as a MESH Board member, Defendant Perez materially breached the fiduciary duty of due care to MESH.

103. Defendant Perez's material breaches of the fiduciary duty of care discovered to date also are grounded in having aided a number of defendants in the Maryland DJ Action to the self-evident detriment of MESH, and having obstructed MESH's good faith efforts to protect itself from harm.

104. Defendant Perez's material breaches of the fiduciary duty of due care proximately caused substantial damages, harm, and losses to MESH.

105. A natural and proximate consequence of Defendant Perez's material breaches of the fiduciary duty of due care, include special damages of certain attorneys' fees MESH incurred in connection with the Maryland DJ Action, specifically the attorneys' fees arising from defending the counterclaims filed by Grand Lodge—DC on December 26, 2023.

WHEREFORE, Plaintiff, The Masonic and Eastern Star Home of the District of Columbia Charities, Inc. respectfully requests that this Court enter judgment in favor of MESH and against Defendant George E. Perez, in a principal amount of no less than Seven-Hundred Fifty Thousand (\$750,000) Dollars to be determined at trial that includes the special damages described above consistent with the wrongful involvement in litigation exception to the American Rule; plus punitive damages in the amount of Two-Hundred Fifty Thousand (\$250,000) Dollars or other amount consistent with the circumstances, purpose, and applicable standard for the award; and for such other and further relief in favor of Plaintiff as this Honorable Court deems just and proper.

COUNT IV
(Breach of Fiduciary Duty of Loyalty and Disinterestedness)

106. Plaintiff adopts and incorporates herein by reference the allegations of ¶¶ 1 through 75 above, and, as applicable, pertinent paragraphs below, as if fully set forth herein.

107. In addition to, and in substantial part separate from, Defendant Perez’s contractual duties pursuant to the Agreement, Defendant Perez at all pertinent times was charged with abiding by the fundamental, fiduciary duty of loyalty to MESH, along with the duty of disinterestedness. This encompasses a good faith component.

108. Defendant Perez had actual knowledge of these fiduciary duties, including the duty of loyalty and disinterestedness. Various components of the duties of loyalty and disinterestedness expressly were communicated to and known by Defendant Perez, as set forth in ¶ 19 above.

109. Defendant Perez further had actual knowledge of these fiduciary duties from Board training materials provided on or about November 6, 2019 that included identification and description of the three legal duties of a non-profit board member, such as, in pertinent part in this Count IV, the duty of loyalty (“Put the interests of the organization before personal and professional interests”).

110. Regardless of Defendant Perez’s actual knowledge of the fiduciary duties of loyalty and disinterestedness at issue in this Count IV, Defendant Perez legally is responsible to comply with same.

111. As generally described herein, including but not limited to, for example, upon information and belief by aiding and facilitating Grand Lodge—DC bringing counterclaims against MESH in the Maryland DJ Action, and actively generating legal fees for MESH in the

Maryland DJ Action¹⁵, Defendant Perez materially breached the fiduciary duties of loyalty and disinterestedness to MESH.

112. Defendant Perez's material breaches of the fiduciary duties of loyalty and disinterestedness discovered to date also are grounded as generally described in ¶101 above.

113. Defendant's material breaches of the fiduciary duty loyalty and disinterestedness proximately caused substantial damages, harm, and losses to MESH.

114. A natural and proximate consequence of Defendant Perez's material breaches of the fiduciary duties of loyalty and disinterestedness include special damages of certain attorneys' fees MESH incurred in connection with the Maryland DJ Action, specifically the attorneys' fees arising from defending the counterclaims filed by Grand Lodge—DC on December 26, 2023.

WHEREFORE, Plaintiff, The Masonic and Eastern Star Home of the District of Columbia Charities, Inc. respectfully requests that this Court enter judgment in favor of MESH and against Defendant George E. Perez, in a principal amount of no less than Seven-Hundred Fifty Thousand (\$750,000) Dollars to be determined at trial that includes the special damages described above consistent with the wrongful involvement in litigation exception to the American Rule; plus punitive damages in the amount of Two-hundred Fifty Thousand (\$250,000) Dollars or other amount consistent with the circumstances, purpose, and applicable standard for the award; and for such other and further relief in favor of Plaintiff as this Honorable Court deems just and proper.

¹⁵ Specifically including in connection with months of Defendant Perez obstructing third-party discovery necessarily sought from him.

Respectfully submitted,

STEIN SPERLING BENNETT
DE JONG DRISCOLL PC

By: /s/ Alexia Kent McClure

Alexia Kent McClure, D.C. Bar # 443983

1101 Wootton Parkway

Suite 700

Rockville, MD 20852

Direct: 301-838-3232

Fax: 301-354-8132

amcclure@steinsperling.com

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, D.C. Bar # 443983

Exhibit 1a



MESH Charities

The Masonic & Eastern Star Family
Serving Our Community

CONFLICT OF INTEREST STATEMENT

As a Representative of MESH Charities, Inc., I, George Perez,
(Print Name)

am committed to MESH's goal to establish and maintain the highest level of public confidence in its accountability. I have personally committed to follow the standards set out below, which are a part of MESH's Conflict of Interest policy.

I will conduct my activities with MESH so that I do not advance or protect my own interest, or the private interest of others with whom I have a relationship, in a way that is detrimental to the interest of, or to the fundamental mission of MESH.

In every instance in which I represent MESH, I will conduct my activities in a manner best appropriate to the interest of MESH.

In all matters that come before the Board of Directors, or a committee of which I may be a member, for a vote that may favorably impact my own financial interest, or the private interest of others with whom I have a financial relationship, I will reveal that relationship and abstain from a vote on the matter.

When a conflict of interest arises, or when a potential conflict of interest emerges, I will disclose that conflict or potential conflict to the Executive Director of MESH or to the Chair of the Board of Directors and seek a resolution of that issue.

I furthermore affirm that in relation to Policy Statement IV – Conflict of Interest Policy,

I have:

- received a copy of the Policy;
- read and understand the Policy;
- agree to comply with the Policy;
- and understand that MESH Charities Inc. is a charitable organization; that to maintain federal tax exemption, the Corporation must engage primarily in activities which accomplish its tax-exempt purposes; and the Officers, Directors, and Executive Employees are responsible for ensuring the Corporation is faithful to its charitable purposes.

Entered into this 21 day of January, 2022

Signed: George Perez
Digitally signed by George Perez
DN: cn=George Perez, o, ou,
email=George-Perez@Outlook.Com, c=US
Date: 2022.01.21 14:14:33 -05'00'

Exhibit 1b



MESH Charities

The Masonic & Eastern Star Family
Serving Our Community

Conflict of Interest Policy

Each director, officer, employee, and representative recognize he or she has a duty to avoid conflicts of interest. The purpose of this Conflict-of-Interest Policy is to prevent conflicts of interest and set forth a procedure to resolve them if they arise.

1. Any actual or potential, direct or indirect, conflict of interest on the part of any officer, member of the Board of Directors, employee or representative shall be disclosed to the Board of Directors and recorded as provided herein through an annual procedure set forth by the Board. One type of conflict of interest is a “financial interest.” This occurs when the person has, directly or indirectly, through business, investment or family: a) an ownership or investment interest in any entity with which MESH has a transaction or arrangement; b) a compensation arrangement with MESH or with any entity or individual with which MESH has a transaction or arrangement; or c) a potential ownership or investment interest in, or compensation arrangement with, any entity or individual which MESH is negotiating a transaction or arrangement. A financial interest shall not include any interest of less than two percent (2%) in any publicly traded company. “Compensation” includes direct and indirect remuneration, as well as gifts or favors, benefits, perquisites, reimbursements for personal expenses, and entitlements relating to personal uses of property of MESH. “Compensation” also includes “revenue-sharing transactions” within the meaning of Internal Revenue Code section 4958. Conflict of interests not relating to a “financial interest” also shall be disclosed and can arise in situations where a person is in a position to derive a personal benefit from actions or decisions made in their capacity with MESH and/or potentially in conflict with MESH or an action of MESH.

2. Any officer, member of the Board of Directors, employee or representative who objectively has or perceives having an actual or potential conflict of interest on any matter shall disclose such to the Board of Directors. If such disclosure is while a Board meeting is taking place, he or she shall retire from the room in which the Board of Directors (or any Committee thereof) are meeting and shall not vote or directly or indirectly use his or her personal influence on the matter, and shall not participate in deliberation or decision regarding the matter under consideration. Such director(s) shall not be counted in determining whether a quorum for the meeting exists. With regard to any representative with a conflict of interest or potential conflict of interest, such shall be disclosed prior to the annual meeting or any special meeting of the representatives, and the Board of Directors may determine any actions to be taken to ensure proper handling of the concern, which may include, for example, any removal of voting privileges relating to the concern for those with an actual or potential conflict of interest.

3. The foregoing requirement shall not be construed as preventing an abstaining member of the Board of Directors from, in an appropriate setting and manner, stating his or her position on the item in question or from answering pertinent questions of other members of the Board of Directors, since his or her knowledge may be of assistance. All abstaining members of the Board of Directors shall provide to the Board of Directors or Committee all relevant information. The minutes of the meeting of the Board of Directors or Committee shall reflect that conflict of interest was disclosed; the interested officer, director, or employee was not present during the final discussion or vote; and, the interested director was not counted toward a quorum and abstained from voting. If there is an objective question as to whether a conflict of interest exists, the matter shall be resolved by a vote of the Board of Directors, excluding the director or other person with the potential conflict of interest.

4. Any officer, director or employee who contemplates receiving compensation for providing goods, services or facilities to MESH shall disclose all relevant information pertaining to the fair market value of said goods, services or facilities.

5. No director shall vote on any matter relating to his or her compensation, irrespective of whether said compensation is received from MESH or any entity controlled by or affiliated with MESH. MESH shall endeavor to ensure that all compensation arrangements are objectively reasonable, based on the relevant market for persons of comparable skills, training, education and experience and performing similar duties for comparable organizations under similar conditions and circumstances.

6. Each new officer, member of the Board of Directors, employee and representative shall be advised of this Policy and shall acknowledge, in writing, without qualification, that he or she understands this Policy.

READ, ACKNOWLEDGED AND AGREED

Employee, Officer, Director or Representative:

Signature

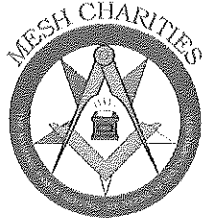
Date

Print Name

Body Represented (Lodge, Chapter, etc)

[Handwritten Signature]
[Handwritten Date: 1/28/03]
George Perre
Grand Lodge

Exhibit 2



**The Masonic and Eastern Star Home
of the District of Columbia Charities, Inc.**

POLICY IV

CONFLICT OF INTEREST

Each Director, Officer or any other person with equivalent or similar powers, e.g. executive employees, recognizes he or she has a duty to avoid conflicts of interest. The purpose of this Policy is to prevent conflicts of interest and set forth a procedure to resolve them if they arise.

Any duality of financial interest or possible direct or indirect conflict of interest on the part of any officer, member of the Board of Directors or executive employee shall be disclosed to all other members of the Board of Directors and recorded as provided herein through an annual procedure and also when the actual or potential conflict of interest becomes a matter of action by the Board of Directors.

A person has a "financial interest" if the person has, directly or indirectly, through business, investment or family: a) an ownership or investment interest in any entity with which the Corporation has a transaction or arrangement; b) a compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement; or c) a potential ownership or investment interest in, or compensation arrangement with, an entity or individual with the Corporation in negotiating a transaction or arrangement.

Any officer, member of the Board of Directors, or executive employee having a duality of interest or possible conflict of interest on any matter shall disclose such duality of interest or conflict of interest to the Board of Directors and shall retire from the room in which the Board of Directors (or any Committee thereof) is meeting, shall not vote or use his or her personal influence on the matter, and shall not participate in the final deliberation or decision regarding the matter under consideration. Such directors shall not be counted in determining whether a quorum for the meeting exists, even where permitted by law.

The foregoing requirement shall not be construed as preventing an abstaining member of the Board of Directors from stating his or her position on the matter in question nor from answering pertinent questions of other members of the Board of Directors since his or her knowledge may be of great assistance. All abstaining members of the Board of Directors shall provide the Board of Directors or Committee with all relevant information.

The minutes of the meeting of the Board of Directors or Committee shall reflect the conflict of interest was disclosed, the interested Officer, Director or executive employee was not present during the final discussion or vote, the interested director was not counted toward a quorum and abstained from voting. If there is a question as to whether a conflict of interest exists, the matter

Conflict of Interest Policy IV

Adopted by 2010 Assembly January 22, 2011

shall be resolved by a vote of the Board of Directors (or any Committee thereof), excluding the Director with the potential conflict of interest).

Any Officer, Director or executive employee who contemplates receiving compensation for providing goods, services or facilities to the Corporation shall disclose all relevant information pertaining to the fair market value of said goods, services or facilities.

No Director shall vote on any matter relating to his or her compensation, irrespective of whether said compensation is received from the Corporation or any entity controlled by or affiliated with the Corporation.

Each member of the Board of Directors, executive employee and Officer of the Corporation shall be advised of this Policy and shall acknowledge he or she understands this Policy.

A Conflict of Interest Statement shall be signed by each Officer, Director and executive employee. Such statements shall be maintained current and filed with the Secretary of the Corporation.

Reimbursement of reasonable expenses paid or incurred by a Director in connection with the official business of the Corporation shall not be treated as compensation. The Corporation shall require appropriate documentation of expenses for which reimbursement is sought.

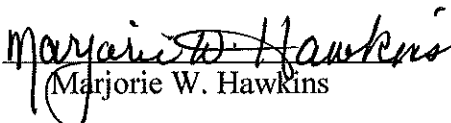
Directors and Officers are fiduciaries of the Corporation and, as such, in addition to the above, must act fully in accordance with the common law and State of Maryland law relating to fiduciary duties.

In the event of disclosure of conflict, the minutes of the Board of Directors and all Committees with board-regulated powers shall contain:

1. the names of the persons who disclosed or otherwise found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the Board of Directors' or Committees' decision as to whether a conflict of interest in fact existed.
2. the names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection therewith; and
3. a description of the procedures followed.

CERTIFICATION

I HEREBY CERTIFY that the above Policy IV – Conflict of Interest for the Masonic and Eastern Star Home of the District of Columbia Charities, Inc, attached hereto, are the current rules of operation.

Corporate Secretary 
Marjorie W. Hawkins


Date

Conflict of Interest Policy IV
Adopted by 2010 Assembly January 22, 2011

Exhibit 3

IN THE CIRCUIT COURT FOR MONTGOMERY COUNTY, MARYLAND

THE MASONIC AND EASTERN STAR HOME OF THE DISTRICT OF COLUMBIA CHARITIES, INC.	:	
	:	
Plaintiff	:	
	:	
v.	:	Civil Case No.: C-15-CV-22-001607
	:	Judge David A. Boynton
DANIEL A. HUERTAS, <i>et al.</i>	:	
	:	
Defendants.	:	

CONSENT ORDER

By signature of their respective undersigned counsel, Plaintiff, The Masonic and Eastern Star Home of the District of Columbia Charities, Inc. ("MESH"), and Defendants, collectively, "Parties", represent their consent and interim, without prejudice, resolution of the pending Motion for Grant of Preliminary Injunction as follows:

1. This Consent Order represents an interim resolution, without prejudice, of the pending Motion for Grant of Preliminary Injunction that presently is scheduled for a two-day evidentiary hearing on August 30 and 31, 2022. The parties to this Consent Order reserve all of their respective rights and positions. Any party later may withdraw consent to this Consent Order remaining in place simply by providing at least 18 days advance written notice to counsel of record for each and all other parties before an effective date of such withdrawal of consent. The fact of entry into this Consent Order may *not* be used by any party against any other party in furtherance of any relief sought in this case – by motion, pleading, or otherwise.¹

¹ Agreeing to this Consent Order also shall not constitute a waiver or consent by Defendant Durak with regard to his contention and pending Motion to Dismiss challenging the Court's personal jurisdiction over him. As stated in paragraph 1, the fact of entry into this Consent Order may not be used by any party against any other party in furtherance of any relief sought in this case.

2. 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 MESH²;
 - (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.³

3. Nothing in this Consent Order is intended to inhibit, impede, or limit the attorney-client relationship of any party with his/its counsel of record in this case.

4. Notwithstanding any provision above, this Consent Order shall cease to be effective against a party after resolution of the claims in this case against such party, unless otherwise agreed by the Parties.⁴

5. Nothing in this Consent Order prohibits the Parties, by respective counsel, confirming in a writing signed by the Parties, that as between the Parties a certain category of

² This provision is not intended to prohibit any appointed representative to the MESH Assembly of Representatives from performing his/her duties as one of the total number of MESH representatives, or to limit a person's voting rights in a Masonic Lodge.

³ The Parties agree that this provision does not limit the ability of any Defendant, otherwise authorized, to pursue or effectuate suspension for an actual violation of the Masonic Code or policy of the Grand Lodge Free and Accepted Masons of the District of Columbia.

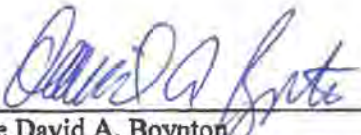
⁴ If such a resolution does not completely dispose of or resolve this case, this Consent Order shall remain in effect against the remaining Parties, subject to the above provisions.

contemplated action may be engaged in and/or would be permitted, and in such event would not be deemed a violation of this Consent Order.⁵

UPON CONSIDERATION OF the above-stated consent and agreement of Plaintiff and Defendants, it is this 25 day of August, 2022,

SO ORDERED.

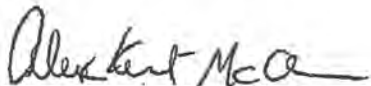
Date:



Judge David A. Boynton
Circuit Court for Montgomery County, Maryland

CONSENT OF THE PARTIES, BY RESPECTIVE COUNSEL:

ATTORNEYS FOR PLAINTIFF:


By: 

Alexia Kent McClure (CPF # 9312140081)
Eduardo S. Garcia (CPF # 1412160305)

Stein Sperling Bennett De Jong Driscoll PC
1101 Wootton Parkway, Suite 700
Rockville, Maryland 20852
Phone: (301) 340-2020
Facsimile: (301) 354-8132
amcclure@steinsperling.com

Dated: 8-19-22

ATTORNEYS FOR DEFENDANTS:

By: 

Bernard Dennis, III (CPF No. 13121702013)
John M. Remy (CPF # 0706130017)

Jackson Lewis P.C.
10701 Parkridge Blvd., Suite 300
Reston, VA 20191
Phone: (703) 483-8300
Bernard.dennis@jacksonlewis.com

Dated: August 19, 2022

⁵ This encompasses possibility that such may involve MESH and less than all Defendants (such as MESH and one or more Defendants).

Exhibit 4



MESH Charities

The Masonic & Eastern Star Family
Serving Our Community

January 18, 2023

via Federal Express and electronic mail

George Perez
4507 Neptune Drive
Alexandria, VA 22309

Re: The Masonic and Eastern Star Home of the District of Columbia Charities, Inc. ("MESH")

Dear George,

If at any time since in or about August 2022, you directly have received any communication from any of the Defendants in the pending case of MESH v. Huertas, et al., or initiated communication to any of the Defendants or replied to a communication of any of the Defendants, please reply and provide that information via electronic mail to Secretary@meshdc.org by close of business on Monday, January 23, 2023.

Communication refers to oral communication (in such event, please provide when, where if not by phone, who initiated, identity of the applicable Defendant(s) and subject matter/purpose(s)), as well as documented communication (such as, for example, text messages, electronic mail). For the documented communications, please identify same with the substantially same information or if easier please provide copies of the communications.

For ease of reference, the Defendants include the following:

Daniel A. Huertas
Annas F. Kamara
Akram R. Elias

Chetin Durak
Michael Yaich
Jeremy Barnes

Please be as complete as reasonably feasible. If there has not been any communications in any form with any of the Defendants since in or about August 2022, then simply please communicate that in your timely reply.

Thank you in advance for your attention to this important matter.

Neal Jarvis, Chair of the Board

Exhibit 5



STEIN SPERLING

BENNETT • DE JONG • DRISCOLL PC

ATTORNEYS AT LAW

ALEXIA KENT MCCLURE
ATTORNEY AT LAW
PRINCIPAL

1101 Wootton Parkway
Suite 700
Rockville, Maryland 20852

301-838-3232 direct
301-340-2020 main
301-354-8132 direct fax

amcclure@steinsperling.com
www.steinsperling.com

September 26, 2023

File Number: 2091677.15

via Federal Express and electronic mail

(George-Perez@outlook.com and George.Perez203@gmail.com)

George Perez
4507 Neptune Drive
Alexandria, VA 22309

Re: The Masonic and Eastern Star Home of the District of Columbia Charities, Inc.

Dear Mr. Perez:

As you know, this firm represents The Masonic and Eastern Star Home of the District of Columbia Charities, Inc. ("MESH"). On behalf of MESH, and at the direction of its Executive Committee, this firm writes to request that you resign from the MESH Board of Directors.

You have owed fiduciary duties to MESH, including fundamental duties of loyalty and disinterestedness, as well as related duties of care, good faith, and obedience. In both overt and covert ways, you consistently have set these duties aside. You have undermined MESH. It appears you contributed to the genesis of the pending action of MESH v. Huertas, et al. and have fed a number of Defendants along the way.

You also have owed contractual duties to MESH, including arising from Non-Disclosure and Conflict of Interest agreements you entered into with MESH. For example, you agreed, in pertinent part, as follows:

I will conduct my activities with MESH so that I do not advance or protect my own interest, or the private interest of others whom I have a relationship, in a way that is detrimental to the interest of, or to the fundamental mission of MESH.¹

You chose the contrary.

You also agreed, in pertinent part, as follows:

The information that the Directors, Officers, and Representatives Receive and develop is important to MESH and its future. MESH expects its

¹ Conflict of Interest Statement.



Directors, Officers, and Representatives to keep secret its confidential and proprietary information, and to otherwise promote and protect the interests of MESH.²

You chose the contrary.

On June 27, 2023, you testified, in pertinent part, that you probably did not read these agreements. Regardless, under applicable law, objectively you were bound. You have been reminded, including in writing, of these duties and their importance. You set the reminders aside as well. You have proceeded to conduct yourself in material breach of these fundamental and contractual duties.

Illustrative examples of the foregoing, largely learned as part of discovery to date in the pending MESH action, include the following:

- You failed to read the Bylaws of MESH.³ You know that is a “foundation[al]” governing document.⁴ MESH also made training available to you, specifically in connection with your Board role. Your decision to never read the Bylaws neither was innocent oversight nor good faith.
- You declined to provide essential information to MESH in connection with the pending MESH action.⁵ The need for cooperation was driven by the Consent Order in place since August 2022. The Consent Order prohibits specified categories of conduct by Defendants. In part the specific categories of prohibited conduct relate to the Board, financial information, averting unlawful interference, and the like.

² Non-Disclosure Statement, such as the quoted one dated January 21, 2022.

³ See Transcript of George Perez deposition taken June 27, 2023 (“G. Perez dep.”) at 203 and 236.

⁴ G. Perez dep. at 207-08.

⁵ See MESH letter to you dated January 18, 2023; and G. Perez dep. at 214 (the letter that I got from Neal Jarvis that I completely and utterly ignored asking for information that was none of his business on my private affairs”; and at 215-16 (“I don’t know if it’s in MESH’s best interests or not, but it’s not in my best interests to be directed to do something by a tyrant on my private information”).



George Perez
September 26, 2023

- You disregarded your duty to preserve and actively destroyed evidence.⁶ Based on your June 27, 2023 deposition testimony, this decision also neither was innocent oversight nor good faith.⁷
- You have proceeded in an active, adverse manner to MESH, including, for example, making false or intentionally misleading representations to the Circuit Court for Montgomery, County, Maryland.⁸
- As revealed in your deposition taken June 27, 2023, you, by your attending representatives, by design, obstructed the orderly administration of discovery and justice.
- You elevated an “oath or a nondisclosure oath agreement type of thing” to other person(s) and/or body(ies) over your duties to MESH.

You may agree or disagree with any number of the foregoing factual and legal points. Regardless, your service to MESH as a Board member overridingly has been a disservice. In fact, the disservice is to a degree that presently cannot fully be quantified. Undoubtedly, your disservice has subjected MESH to irreparable harm.

Within seven days of the date of this letter, specifically by Tuesday, October 3, 2023, please reply and deliver to MESH, by its Chair of the Board, c/o this firm as MESH counsel, your unconditional written statement of resignation to be effective immediately upon delivery. Time is of the essence.

Thank you for your attention to this important MESH matter.

Sincerely,

Alexia Kent McClure

Alexia Kent McClure

⁶ See, for example, G. Perez dep. at 42 (did not discontinue your deletion practice even after the action was filed, because, “This is my phone, not MESH’s. I deal with my property as I see fit.”).

⁷ See, for example, G. Perez dep. at 17 (working “in the IT field for the last 25 years” and a self-described, “cyber security” expert).

⁸ See, for example, George Perez Motion for Protective Order at paragraph nos. 11 and 13.



STEIN SPERLING

BENNETT • DE JONG • DRISCOLL PC

ATTORNEYS AT LAW

Page 4

George Perez
September 26, 2023

cc:

R. Michael Smith (via electronic mail (mike@cuneolaw.com))
Cuneo, Gilbert & LaDuca, LLP
4725 Wisconsin Ave, NW
Suite 200
Washington, D.C. 20016

Eduardo S. Garcia, Principal
Stein Sperling

Darla J. McClure, Principal
Stein Sperling