

IN THE SUPERIOR COURT FOR THE DISTRICT OF COLUMBIA

THE MASONIC AND EASTERN STAR
HOME OF THE DISTRICT OF COLUMBIA
CHARITIES, INC.

Plaintiff,

v.

GEORGE E. PEREZ,

Defendant.

Civil Case No. 2024-CAB-007835

Hon. Ebony M. Scott

GEORGE E. PEREZ, et al.,

Counterclaimants
seeking solely injunctive
relief,

v.

THE MASONIC AND EASTERN STAR
HOME OF THE DISTRICT OF COLUMBIA
CHARITIES, INC.

Counterclaim Defendant

**VERIFIED COUNTERCLAIMS OF DEFENDANT PEREZ
AND PROPOSED INTERVENORS**

Defendant George E. Perez (“Perez”), and Proposed Intervenor Robert H. Starr, Sylvanus J. A. Newstead (Starr and Newstead are collectively referred to as the “Proposed Intervenor”) (Perez and Proposed Intervenor are collectively referred to as “Counterclaimants”), through undersigned counsel, respectfully submit this set of counterclaims filed by Perez and which the Proposed Intervenor will seek to join through a separate upcoming motion. This complaint is verified by all three Counterclaimants, and all information contained herein that is known to Counterclaimants is sworn under penalties and pains of perjury.

I. THE PARTIES

A. Counterclaim Plaintiff and Proposed Intervenors

1. Defendant and Counterclaimant George E. Perez is a resident of Virginia.

2. Proposed Intervenor Robert H. Starr is a resident of Maryland. Starr was named as a defendant in the Maryland *Perez* Litigation (defined below). Should MESH choose to bring the claims in this action that were asserted in the Maryland *Perez* Litigation, Starr stipulates that (1) this Court has jurisdiction over his person as to the claims asserted against Starr in that action, and (2) the claims are tolled for limitations purposes during the pendency of that action.

3. Proposed Intervenor Sylvanus J.A. Newstead is a resident of Maryland. Newstead was named as a defendant in the Maryland *Perez* Litigation (defined below). Should MESH choose to bring the claims in this action that were asserted in the Maryland *Perez* Litigation, Newstead stipulates that (1) this Court has jurisdiction over his person as to the claims asserted against Newstead in that action, and (2) the claims are tolled for limitations purposes during the pendency of that action.

4. Counterclaimants do not seek any damages to benefit themselves or anyone else. Counterclaimants only seek relief to benefit MESH, specifically, injunctive relief directing MESH and its employees to comply with MESH's bylaws.

B. Counterclaim Defendant

5. Plaintiff and Counterclaim Defendant The Masonic and Eastern Star Home of the District of Columbia Charities, Inc. ("MESH") is a District of Columbia nonprofit corporation with its principal place of business in Silver Spring, Maryland. Counterclaimants seek only injunctive relief from MESH in this action.

II. BACKGROUND FACTS

A. Masonry

6. Masonry, sometimes referred to as Freemasonry, is a centuries-old international fraternal society for men. The website of the Grand Lodge Free and Accepted Masons of the

District of Columbia (the “Grand Lodge”) describes Masonry as “an initiatic society which seeks to unite men of differing races, beliefs, and backgrounds into a harmonious and productive community through the application of moral values and the practice of benevolence, intellectual development and mutual respect.”¹ There is no central organization directing Masonry, and local “grand lodges” and their subordinate constituent lodges, have considerable autonomy and independence.²

7. The Order of the Eastern Star (“OES”) is also an international fraternal organization, closely affiliated with Masonry. Its membership is open to men and women. Male members must be Masons, and female members generally have some relationship with a Mason (commonly they are spouses of Masons).³ “Order of the Eastern Star General Grand Chapter” is the national organization.⁴ At the local and regional level, the order consists of various “Grand Chapters” in different jurisdictions, and local “Subordinate Chapters” governed by those “Grand Chapters.”⁵ The website of the local Grand Chapter describes the OES as “The largest Fraternal Organization in the world that both women and men can join.”⁶

B. Masonry in the District of Columbia

8. This case concerns only Masonry institutions within the District of Columbia, although there are many members (“Members”) of those institutions residing in Maryland, Virginia and other states. The only thing that all Members have in common is that they are members of either a Masonic lodge, or an OES chapter, within the District of Columbia.

1. Grand Lodge of DC and Constituent Lodges

9. Masonry in the District of Columbia has two components: (1) the Grand Lodge, and (2) various “Constituent Lodges,” each with its own membership and governance. Each Constituent Lodge is located in the District of Columbia, with the exception of three Constituent

¹ <https://www.dcgrandlodge.org>

² <https://en.wikipedia.org/wiki/Freemasonry>

³ https://en.wikipedia.org/wiki/Order_of_the_Eastern_Star

⁴ <https://easternstar.org/about-oes/oes-organizational-structure/>

⁵ <https://easternstar.org/about-oes/who-we-are/>

⁶ <http://www.oesdistrictofcolumbia.org/index.html>

Lodges located in the Republic of Lebanon. None are in Maryland or any other jurisdiction other than the District of Columbia or Lebanon.

10. The Grand Lodge is an unincorporated association made up of its constituent lodges, sometimes referred to by the Grand Lodge as “member lodges.” The Grand Lodge is the governing body serving the Constituent Lodges in Washington, D.C..⁷ According to the Grand Lodge, “member lodges must pay membership dues and must abide by the bylaws of the grand lodge. Member lodges elect their representatives who have voting rights at the annual meetings.”⁸ The senior officer of the Grand Lodge is the Grand Master, selected pursuant to the Lodge’s bylaws. Starr is a former Grand Master.

2. Eastern Star of DC and Constituent Chapters

11. The “Order of the Eastern Star of the District of Columbia Grand Chapter” (the “Grand Chapter”), is the governing body serving subordinate OES Constituent Chapters in D.C., and is, upon information and belief, an unincorporated association. Each constituent chapter of OES under the auspices of the Grand Chapter is located in the District of Columbia. None are in Maryland or any other jurisdiction.

C. Corporate Governance of MESH

12. MESH is a charitable tax exempt organization under Section 501(c)(3) of the Internal Revenue Code, donations to which are tax deductible, and which must publicly file its annual tax returns. Its purpose is to provide for the health and welfare of needy members of the D.C. Masonic Lodges and Eastern Star Chapters. More specifically, its principal function is to provide for nursing care for members who lack the insurance or other resources to pay for it.

MESH, in its most recently filed Form 990, describes its purpose as follows:

WE PROVIDED THE NECESSARY FUNDS FOR NURSING HOME CARE, IN-HOME CARE, MEDICAL INSURANCE PAYMENTS, DOCTOR AND DENTIST VISITS, PHARMACY COSTS, COST OF AMBULANCES, FUNERAL EXPENSES, AND IN GENERAL PROVIDED HUMANITARIAN RELIEF WHENEVER

⁷ Grand Lodge’s 2021 Form 990 filing.

<https://projects.propublica.org/nonprofits/organizations/530070153/202440239349300049/full>

⁸ Grand Lodge 2021 Form 990, supra.

POSSIBLE TO NEEDY MEMBERS OF THE ORDER OF EASTERN STAR-DC AND OF THE GRAND LODGE FAAM-DC.⁹

1. The MESH Board

13. Like other corporations, MESH is governed by a Board of Directors (the “Board”). The Board is elected by an “assembly” (the “Assembly”).

14. Members of the Assembly attend an annual meeting to elect members of the Board of Directors. The Bylaws provide that the Assembly chooses the Board: “The Assembly shall have the right to vote for the Board of Directors of MESH.” Bylaws, Art. 4.1(e)¹⁰; and “Directors shall be elected by a majority vote of the Assembly each year at the annual meeting of the Assembly.” Bylaws, Art. 5.3. The annual meeting of the Assembly is held the fourth Saturday of January each year. Bylaws, Art. 4.3. A meeting of the Assembly is expected to be noticed to take place on Saturday, January 25, 2025.

15. Each director serves for a term of three years, and may stand for re-election when the term expires. Art. 5.3.

16. The Board has nine members. Bylaws, 5.2 (“The Directors of MESH shall be nine (9) Directors ...”).

17. The only requirement¹¹ for election to the Board is being a “member[] in good standing of the Assembly of Representatives at the time of election.” There are no other qualifications or requirements specified in the Bylaws.

18. In recent practice, the Assembly has elected three members at every annual meeting.

19. Board members can only be removed by the Assembly, not by the Board.¹²

⁹ MESH Form 990 for FY ending December 31, 2023.

<https://projects.propublica.org/nonprofits/organizations/530205786/202412399349301076/full>

¹⁰ A copy of the Bylaws is attached as Exhibit A.

¹¹ There is one potential basis for disqualification – employees of MESH or MESH Life Care at Home, Inc. (“MLCAH”), and their family members, are prohibited from becoming Board members. Bylaws, Art. 5.2.

¹² Bylaws, Art. 5.8 provides “Any Director may be removed from office at any time for any reason by a two-thirds (2/3rds) vote of the Assembly of Representatives present at any special or annual meeting of Representatives where a quorum has been established.”

20. The Board is permitted to appoint a Board member when a vacancy occurs, by a majority vote. Bylaws, Art. 5.6. That is the only circumstance provided for in the Bylaws in which the Board can choose one or more of its own members. Otherwise, the Board is not authorized by the Bylaws to determine which persons become members of the Board. The Assembly chooses the Board.

21. The Board is not authorized by the Bylaws to impose additional conditions, beyond those specified in the Bylaws, as a prerequisite for Board members to attend or participate in Board proceedings.

2. The MESH Assembly

22. The constitution of the Assembly is set forth in the Bylaws as follows:

4.1 (a). Six (6) elected or appointed Representatives from the Grand Lodge.

4.1 (b). Six (6) elected or appointed Representatives from the Grand Chapter of O.E.S.

4.1 (c) One (1) elected or appointed Representatives from each Lodge of the Grand Lodge.

4.1 (d). Two (2) elected or appointed Representatives from each Chapter of the Grand Chapter of the O.E.S. of the District of Columbia.¹³

23. Members of the Assembly (“Representatives”) are referred to as “Representatives” in the Bylaws. There are no requirements specified in the Bylaws as to who is permitted to serve, other than selection by the institutions specified in Art. 4.1(a)-(d).

24. The persons entitled to select Representatives customarily inform MESH of the identity of those representatives in December or January, in advance of the annual meeting.

25. The Board is not authorized by the Bylaws to determine which persons become Representatives.

26. The Board is not authorized by the Bylaws to impose additional conditions as a prerequisite for Representatives to attend or participate in Assembly meetings.

27. The Assembly has exclusive authority to amend the Bylaws, which requires a 2/3 vote of the Assembly. Bylaws, Art. 9.1. The Board has no authority to change the Bylaws.

¹³ Bylaws, Art. 4.1.

III. SUBSTANTIVE ALLEGATIONS

28. In some respects, MESH functioned properly until January 2022.

29. MESH held Assembly meetings every January in accordance with its Bylaws, each time electing three Board members to replace those whose terms were expiring.

30. Starr and Perez, among many others, attended the January 2022 annual meeting, at which there were no major procedural irregularities.

31. No person is required, under the Bylaws, to attend an Assembly meeting, although business may not proceed unless a quorum consisting of 30% of the Representatives is in attendance. Bylaws, Art 4.2, 4.6.

32. No persons are excluded in the Bylaws from attending meetings of the Assembly. It is common for persons who are *not* members of the Assembly to attend. Alexia-Kent McClure, Esq. of Stein Sperling Bennett De Jong Driscoll, PC (“Stein Sperling”) attended the January 2022 annual meeting. The Grand Matron of DC OES, and the Grand Master of the Grand Lodge, neither of whom was a Representative at that time, attended the 2021 annual meeting. Employees of MESH (who are, by definition, *not* members of the Assembly) regularly attend meetings of the Assembly. The Assembly can invite, or exclude, any person at its pleasure.

A. MESH’s Extraordinary Efforts to Conduct a Public Charity in Secret and to Conceal its Operations from Members

33. At least until November 9, 2022, MESH publicly took the position that “ALL MEMBERS OF THE MASONIC LODGES AND ORDER OF THE EASTERN STAR CHAPTERS IN THE DISTRICT OF COLUMBIA ARE MEMBERS OF THE ORGANIZATION.”¹⁴ At times, we use the term “Members” to refer to persons who are members of the Masonic Lodges and Order of the Eastern Star Chapters in the District of Columbia. But in more recent years, MESH, on the advice of its present counsel, has taken the

¹⁴ MESH Form 990 for FY ending December 31, 2021, filed November 9, 2023.

considerably less charitable view that it has no members at all.¹⁵ The latter is not true. MESH’s Articles of Incorporation state that the Representatives in the Assembly constitute a special class of “Members” who have the usual rights associated with membership in D.C. nonstick corporations, which means, presumably, there are other classes of members who do not have such rights, but who are still “members.”

1. The Wrongful Failure to Disclose Allocation of the COVID Relief Funds

34. The events precipitating this litigation, and the closely related action styled *MESH v. Huertas*, No.: C-15-CV-22-001607 (the “*Huertas* Action”), relate to a “COVID Relief Fund” purportedly established by the Board in or around March 2020.

35. 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.

The COVID Relief Fund was funded by MESH, the Grand Lodge, and donations by various individual donors.

36. Total annual disbursements from the COVID Relief Fund, as per Forms 990 filed by MESH were as follows, for 2020-23 inclusive:

	2023	2022	2021	2020
Covid fund grants	\$37,120	\$31,936	\$85,283	\$275,243
No. of grantees	10	24	27	15

¹⁵ See, e.g., MESH Form 990 for FY ending December 31, 2023 (“MESH IS NOT A “MEMBERSHIP” CORPORATION. BASED ON STRICT MEANINGS OF THOSE TERMS, THERE ARE NOT “MEMBERS OR “STOCKHOLDERS”).

<https://projects.propublica.org/nonprofits/organizations/530205786/202412399349301076/full>

37. In or around January 2022, certain officers and others associated with the Grand Lodge began requesting of MESH that it provide information concerning the disbursements from the Covid Relief Fund. The persons requesting the information were concerned about a lack of transparency as to whom, and why, funds were distributed.

38. MESH refused to provide the requested information, alleging, among other things, that the Grand Lodge should have pursued the information using MESH's corporate procedures, rather than those of the Grand Lodge. MESH has alleged that the Grand Lodge subsequently caused certain persons associated with MESH to be suspended from various privileges associated with membership in lodges affiliated with the Grand Lodge, including but not necessarily limited to: (1) Villarreal, (2) MESH employee Morgan Corr, and (3) Neal Jarvis, who was, at certain points in time, the Chair of the MESH Board.

2. The Weaponization of Nondisclosure Agreements

a. The Unauthorized Imposition of Nondisclosure Requirements on Representatives and Members of the Board

39. Counterclaimants are all current Representatives to the Assembly, at least as of the Assembly selected for the 2024 Annual Meeting,¹⁶ and have been members of the Assembly at all times at least since 2022.

40. Counterclaimant Newstead is a current member of the Board, with a term expiring in January 2025.

41. Counterclaimant Perez was a member of the Board until January 2024.

42. MESH would, at times, request that Representatives sign non-disclosure agreements ("MESH NDAs").

43. At various points in time between 2017 and 2023, inclusive, Starr, Newstead and Perez (and many others) executed MESH NDAs with MESH. Maryland *Perez* Action, Complaint, Exhibits 1 to 4. MESH does at times possess information concerning Members'

¹⁶ Defendants may, or may not, be Representatives for purposes of the 2025 Annual Meeting, in January 2025, as those selections have not occurred yet.

healthcare, and Starr, Newstead and Perez generally understood that MESH NDAs covered this confidential medical and other sensitive information about those receiving aid from MESH.

44. Counterclaimants were told by MESH, on many occasions, that they were required to execute the “MESH NDAs in order to participate in Assembly or Board meetings. Villareal and other MESH personnel required them to sign MESH NDAs before being allowed to attend MESH Annual Meetings in person or virtually. Counterclaimants (and many other Representatives and Board members) executed MESH NDA because they did not believe they had any choice in the matter, and that they would not be able to perform their responsibilities as Representatives (and/or Board members) if they did not. They also operated under the mistaken premise that MESH was acting in the best interest of those it was intending to serve, and not the self-interest of its officers and Board.

45. But what Counterclaimants and others were told by MESH is not true. There is no nondisclosure requirement in the Bylaws. Assembly members should have been able to participate in such meetings regardless of whether they executed any nondisclosure agreement presented to them by MESH.

46. The MESH Board may very well have enacted certain confidentiality policies. But such requirements can only bind MESH officers and employees who answer to the Board. The Assembly does not answer to the Board in any respect. If persons affiliated with MESH wanted such requirements to be a binding prerequisite for any person seeking to become a Representative, they would have to cause a supermajority of the Representatives to vote to amend the Bylaws to impose that requirement. That has never occurred.

b. The Extraordinary Overbreadth of the MESH NDAs as Interpreted by MESH and its Counsel

47. MESH has taken the position in this litigation, that the identity of board seats that are to be voted on at Assembly meetings is confidential, and that Assembly members are not even permitted to discuss that matter with other Assembly Representatives.

48. MESH has taken the position that prior years' financial information (even for years that MESH has publicly filed Forms 990) is encompassed by MESH NDAs.

49. MESH has taken the position that every communication concerning any matter circulated to the Board is confidential and prohibited from being communicated to Representatives who are not members of the Board.

50. There may very well be scenarios in which MESH (and perhaps its Board and Assembly) come into possession of sensitive information concerning a Member's finances or health care. But the application of MESH NDAs to MESH's every day functions (such as its own internal elections, or its balance sheet, which is a matter of public record) is preposterous. MESH has no competitors. There is no person who wishes harm to MESH, or who has any plausible reason to want to hurt MESH. The emphasis on secrecy does not serve the interests of MESH or its Members. Very much to the contrary, it creates an atmosphere of fear, and inhibits members of the Assembly and Board from communicating with each other and their constituents. In fact, it is specifically *designed* to intimidate them, and to keep them from asking too many questions about where the money is going.

51. Indicative of its growing emphasis on secrecy and concealment, in or around May 2023, MESH removed the Bylaws from its Website.

B. Villarreal and Kent McClure Seek Vengeance: the Pursuit of Costly and Frivolous Litigation, With Stein Sperling Pointlessly Draining Millions in Charity Funds

52. In or around April 2022, closely following the recommendations of Stein Sperling, MESH embarked on a pointless litigation rampage, conducted by Stein Sperling, to exact vengeance against those who had caused the Grand Lodge to (1) make inquiries about the COVID Relief Fund, and (2) suspend Mr. Villarreal and others from various privileges.

53. The underlying dispute concerning the COVID Relief Fund, and subsequent membership suspensions effected by the Grand Lodge, should have been resolved without litigation. Regardless of whether the Grand Lodge followed proper procedures in initially requesting the information, MESH should have found a way to provide the requested information

about the COVID Relief Fund, and, following that, the Grand Lodge likely would have ended the suspensions of the suspended individuals.¹⁷ This outcome was inevitable and was eventually what happened *anyway*, after nearly three years of litigation at a cost of \$3-4 million to MESH.

54. Stein Sperling knew that MESH was sitting on \$40 million in charity funds held for the benefit of the poor and disabled, and was run by relatively unsophisticated persons who could be manipulated to waste (ultimately nearly 10%) of those funds on pointless litigation.

55. The litigation might also appeal to Messrs. Villarreal, Jarvis and Corr, whose rights within their lodges had been suspended by the Grand Master. They could vindicate their position using MESH funds. Of course, the suspension of Masonic lodge members was not a MESH matter at all, and irrelevant to the business of MESH. Getting these individuals reinstated with the Grand Lodge should have been their own business. If there was going to be litigation over this, it should have been paid for by the suspended individuals, not by MESH.

56. The MESH Litigation has principally benefited Stein Sperling, which has sucked \$3-4 million out of MESH and provided no meaningful benefit to MESH or to anyone but itself.

57. No person should have gone to court over any of this. More importantly, no meaningful amount of funds *held in trust by MESH* for the benefit of needy Members, should ever have been devoted to such litigation.

58. On April 14, 2022, MESH commenced the *Huertas* Action, suing seven persons, all of whom are (or at least were) Representatives: Jeremy S. Barnes, Jacob Bressman, Chetin Durak, Akram R. Elias, Daniel A. Huertas, Annas F. Kamara, and Michael Yaich (collectively, the “*Huertas* Defendants”). The initial complaint and subsequent complaints allege, *inter alia*, that the *Huertas* Defendants “weaponize[d]” the COVID Relief Fund.” Underlying tortious conduct alleged by MESH included tortious interference with MESH NDAs, defamation,

¹⁷ To be clear, those individuals were suspended based on findings that they had violated rules of the Grand Lodge, and not because of activities in their capacities with MESH.

malicious use of process and tortious interference with business relationships. MESH also alleged secondary liability through conspiracy and aiding/abetting theories.

59. On or about December 22, 2023 MESH commenced the action styled *MESH v. Perez, et al.*, No. C-15-CV-23-004 (Cir. Ct. Montgomery Cnty., Md.) (the “Maryland *Perez* Action”), principally alleging that Starr, Newstead and Perez breached confidentiality obligations to MESH by communicating with other Representatives about the business of MESH.

60. On or about December 12, 2024, MESH commenced the action styled *MESH v. Perez*, No. 2024-CAB-007835 (Super. Ct. D.C.) (the “DC *Perez* Action”). We refer to the *Huertas* Action, the Maryland *Perez* Action and the DC *Perez* Action collectively as the “MESH Litigation.”

61. The frivolity of the MESH Litigation is best illustrated by one single overriding fact – MESH has no damages from any of the conduct it alleges occurred. MESH was required, in a Scheduling Statement filed in the Maryland *Perez* Action to articulate its damages – all it did was identify its attorney fees, which are *not* damages.

62. In the Maryland *Perez* Action, MESH contends that (1) Perez violated MESH NDAs by sending an email to another assembly member containing five-year-old financial information of MESH, (2) Starr violated MESH NDAs by sending an email to another Assembly member indicating which seats were up for-reelection at an upcoming meeting, and (3) Newstead violated MESH NDAs by allegedly circulating to Assembly members a Board email thread in which Board members discuss their availability for a meeting, and in which Newstead states his displeasure with a letter sent by Stein Sperling to the Grand Lodge (which Stein Sperling has put in court records many times). In the DC *Perez* Action, MESH adds claims of breach of fiduciary duty alleging that Perez was somehow conflicted as a MESH Board member by virtue of having loyalties to the Grand Lodge. This entire theory is complete nonsense because *every* MESH member, including each Representative and Board member, is a member of a Constituent Lodge of the Grand Lodge or a Constituent Chapter of the Grand Chapter of OES. MESH exists to serve the Masonic community, not the other way around.

63. MESH has paid astonishing legal fees to Stein Sperling since 2022, inclusive. MESH spent a stunning \$793,085 in legal fees in calendar year 2022, and an even more astonishing \$1,749,417 in 2023, which was more than MESH spent on nursing care, which is its principal function. To put this in perspective, MESH spent far more on legal fees in 2022 than it had spent on legal fees in the prior 21 years (2001-2021) combined. And spent three times as much on legal fees in 2023 alone than it had spent on legal fees in that entire 21-year period. MESH's historic legal fees (2001-23) are as follows:

MESH LEGAL FEES	
2023	\$1,749,417
2022	\$793,085
2021	\$50,776
2020	\$60,690
2019	\$73,966
2018	\$51,219
2017	\$29,478
2016	\$49,851
2015	\$26,066
2014	\$1,226
2013	\$240
2012	\$32,067
2011	\$5,077
2010	\$1,914
2009	\$43,873
2008	38583
2007	\$0
2006	\$89,709
2005	\$0
2004	0
2003	\$16,153
2002	\$4,202
2001	\$2,250

64. MESH has disclosed to the undersigned, without designating the information as confidential, that Stein Sperling billed MESH a total of \$264,470.40 relating to the Maryland

Perez Action between the commencement of that action and September 27, 2024. That number has certainly increased in intervening three months preceding this filing, and will continue to increase unless the MESH Board finally reigns in Stein Sperling.

65. Counterclaimants do not know what fees were incurred by Stein Sperling in calendar 2024 relating to the *Huertas* action.

66. It can be (very conservatively) inferred that Stein Sperling has been paid over \$3,000,000 by MESH. But the figure is likely closer to \$4,000,000 and perhaps higher. If MESH has spent a similar total in the *Huertas* Action in 2024 as it did in 2023, it will have dumped over \$4 million into the coffers of Stein Sperling for no plausible purpose. The *Huertas* Action accomplished *nothing* useful for MESH, and the claims brought by MESH in the two *Perez* Actions are completely frivolous. More importantly, the claims, even if they have any merit, are completely *pointless*. MESH is suing uncollectible and uninsured defendants for purported violations of confidentiality obligations that caused zero harm to MESH.

67. The expenditures to Stein Sperling were, and continue to be, unauthorized. The Bylaws require Assembly approval for approval of any agreement requiring expenditure of \$100,000 or more. Bylaws, Art. 4.6(d). The retention of Stein Sperling has never been approved by a vote of the Assembly, despite expenses likely exceeding \$4 million.

68. The *Huertas* litigation settled in or around November 2024. The settlement provided no meaningful benefit to MESH. In fact, the settlement *harmed* MESH, as well as the Members, in many ways:

1. The persons named as defendants in the *Huertas* action agreed not to participate in MESH affairs. This was of no benefit to MESH, as these people did nothing wrong, and were, by and large, very active members of the Masons and OES who would have had much to offer as MESH Representatives or Board members. And just as importantly, this would help to reinforce corporate control. Ms. Kent McClure and Mr. Villarreal clearly have a working majority on the present illegitimate Board, and these measures will help them perpetuate that majority by keeping dissident voices from participating in the Assembly or Board.
2. The parties agreed to affirm the ridiculously overbroad MESH NDAs, which is harmful to MESH because they inhibit MESH Representatives and Board members from communicating about anything.

3. The Grand Lodge agreed to reinstate the formerly suspended members. This was of no benefit to MESH, and only was of benefit to the persons who were suspended.
4. MESH agreed to provide to the Grand Lodge the financial information concerning the COVID Relief Fund that the Grand Lodge requested in 2022.
5. Finally, the Grand Lodge made a \$100,000 “donation” to MESH. A pretty nominal sum to settle litigation that MESH paid over \$2.5 million to Stein Sperling to litigate. And this money just came from the pockets of Masons, who collectively fund the Grand Lodge.

69. It is understandable that the Grand Lodge and the *Huertas* Defendants just wanted their litigation to go away. But they entered into an unfortunate harmful settlement that only serves to perpetuate the corporate control of MESH by persons who have grossly mismanaged its affairs. They acquiesced to bullies, which is never helpful.

70. MESH is pursuing the frivolous, pointless and unauthorized MESH Litigation, and to continues to waste assets on it, notwithstanding its futility, as well as the fact that it was never authorized by the Assembly.

71. MESH’s payroll has ballooned under Villareal, almost doubling since 2016, his first year as Executive Director. In that year, the total (employee and nonemployee) compensation was approximately \$204,000. In calendar year 2022, it was \$421,425. In calendar year 2023, it was \$389,003.

C. The Unauthorized Exclusion of Representatives from Assembly Meetings

72. At least one Representative, Michael Yaich, was not permitted to participate in the 2022 Annual Meeting of the Assembly, because he did not agree to sign a MESH NDA.

73. On the advice of Stein Sperling and as implemented by Villarreal, Corr and Jarvis, Certain Representatives were excluded from the 2023 annual meeting of the Assembly, including but not necessarily limited to Counterclaimant Starr, and all of the *Huertas* Defendants. In January 2023, Starr was sent a letter (Exhibit B) from MESH stating as follows:

Due to your involvement, whether as a named defendant or interested party given your actions to date, relating to the lawsuit captioned as MESH v. Daniel A. Huertas, et al Case No. 15-CV22-001607 filed in the Circuit Court for Montgomery County, Maryland (the "Lawsuit"), the Board of Directors, acting in the best interests of MESH, at 2022 year-end passed a resolution deactivating the status/claimed status of several persons,

including you, as to the MESH Assembly of Representatives. As a result of your deactivation, you are not permitted to attend any meeting of the Assembly of Representatives nor exercise any other function or be entitled to any of the privileges of a Representative until such time as the later of a final resolution of the Lawsuit or MESH no longer is exposed to a risk of irreparable harm

74. At the 2023 annual meeting, private security goons hired by MESH were there to intimidate attendees and to keep “deactivated” Representatives from entering the premises.

75. On the advice of Stein Sperling and as implemented by Villarreal, Corr and Jarvis, certain Representatives were excluded from the 2024 annual meeting of the Assembly, including but not necessarily limited to Starr, Newstead and Perez, and all of the *Huertas* Defendants. In January 2024, MESH sent a letter (Exhibit C) to Perez, for example, informing him that the Board

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, including as the named defendant in the civil action captioned MESH v. George E. Perez, et al. filed December 22, 2023 in the Circuit Court for Montgomery County, Maryland. 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 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.

76. The Board did not have authority to “deactivate” or otherwise exclude members of MESH or any duly selected Representatives from attending that (or any) Assembly meeting.

77. As a result of the unlawful exclusion of Representatives, the elections of directors purportedly occurring at the 2023 and 2024 meetings were illegitimate and not in compliance with the Bylaws.

D. The Unauthorized Exclusion of Board Members from Board Proceedings

78. Counterclaimants Newstead and Perez, both directors at the time, were excluded from Board meetings in 2024. Upon information and belief, the Board passed a resolution to “deactivate” them (and possibly other Board members).

79. On the advice of Stein Sperling and as implemented by Villarreal, in January 2024, MESH sent a letter (Exhibit D) to Perez, for example, informing him that on January 18,

2024, the Board held a meeting, at which “there was a vote that resulted in your suspension as a Board member.”

80. The Board does not have, and never has, had the authority to “suspend” or “deactivate” other members of the Board by a majority vote. As a result of the exclusion of directors, the Board’s proceedings were illegitimate and not in compliance with the Bylaws.

E. The Unauthorized Exclusion of Qualified Candidates for the Board

81. Ms. Vie Auber, an Eastern Star Member, and [redacted],¹⁸ a Masons member, sought to run for election to the Board at the Annual Meeting of the Assembly in January 2023. They were excluded from seeking a seat on the Board because (1) the Board, without authority, apparently adopted a policy requiring members of the Board to make donations to MESH, and (2) they did not donate to MESH in the time period deemed relevant by the Board. The Board has no authority under the Bylaws to impose additional conditions for Board membership other than those specified in the Bylaws. If the Board had authority to change those requirements at will, the Board would effectively be selecting itself. The exclusion of qualified candidates from the Board further renders the MESH Board illegitimate.

F. The Failure to Follow Parliamentary Procedure at Assembly Meetings

82. The Bylaws provide that “[a]ll meetings will be conducted in accordance with the latest edition of Robert’s Rules of Order...”¹⁹ Robert’s Rules of Order is described by its publisher as “America’s foremost guide to parliamentary procedure,” which is “used by more professional associations, fraternal organizations, and local governments than any other authority.” Under Robert’s Rules of Order, members are permitted to make motions, and the Chair cannot simply refuse to recognize members wishing to make motions or be heard.

¹⁸ The identity of this person was discovered by the undersigned in a document produced in discovery in the Maryland *Perez* Action that was designated “confidential” by MESH.

¹⁹ Bylaws, Art. 4.3.

83. The Bylaws do not specify who shall preside or officiate at meetings of the Assembly. The Chair of the Board of MESH has done so customarily, but this is not mandated by the Bylaws and the Assembly is free to select any person to preside over its meetings.

84. Perez and Newstead attended the 2023 annual meeting of the Assembly. During the meeting, the Chair, Mr. Jarvis, on the advice of Stein Sperling, repeatedly refused to recognize motions from the floor from, or yield the floor to, persons disfavored by the Chair. This included prospective actions to nominate persons to the Board who were not favored by the Chair. Mr. Jarvis steamrolled through meetings, following a preordained script. The Chair's systematic refusal to follow Robert's Rules further renders the proceedings of the Assembly illegitimate and of no effect.

IV. CLAIMS ASSERTED

COUNT I

BREACH OF CONTRACT (Systematic Violations of Bylaws)

(By All Counterclaimants, Seeking Injunctive Relief Only, Against MESH)

85. Counterclaimants repeat and reallege each and every allegation in Paragraphs 1 through 84 above.

86. MESH is repeatedly and systematically violating its own Bylaws by, *inter alia*:

- (1) Excluding duly elected Representatives of the Assembly and MESH Members from participating in Assembly meetings, including those at which Board elections occur;
- (2) Excluding qualified candidates from seeking election to the Board
- (3) Excluding duly elected Board members from participating in Board meetings;
- (4) Requiring Board members and Representatives to execute nondisclosure agreements, when the Bylaws do not require it.
- (5) Failing to follow Roberts Rules of Order in conducting Assembly meetings.

87. Counterclaimants seek only injunctive relief requiring MESH to comply with its Bylaws as specified in the relief requested, below.

COUNT II

DECLARATORY JUDGMENT AS TO INVALIDITY OF CONTRACT (By All Counterclaimants, Seeking Injunctive Relief Only, Against MESH)

88. Counterclaimants repeat and reallege each and every allegation in Paragraphs 1 through 84 above.

89. The MESH NDAs are unenforceable under any circumstances as against public policy because they are unconscionably vague and overbroad. Alternatively, they are unenforceable as construed by MESH, and are unenforceable if construed to apply to information other than personal financial or health information relating to persons seeking, or obtaining, relief from MESH.

90. The MESH NDAs were procured by fraud, inasmuch as MESH erroneously instructed Assembly Representatives and Board members that they were required to execute the MESH NDAs, when MESH had no authority to command Assembly Representatives or Board members to do anything, and only had the authority to direct its employees.

91. The MESH NDAs were procured by undue influence, as MESH exerted undue influence on the counterparties to the MESH NDAs who relied in good faith on the advice of MESH and its staff and counsel that they were required to execute the MESH NDAs.

92. Counterclaimants seek injunctive relief declaring the MESH NDAs unenforceable under any circumstances, or, alternatively, unenforceable as construed by MESH.

V. RELIEF SOUGHT

WHEREFORE, with respect to the Counterclaims, Counterclaimants asks the Court to:

(1) enter injunctive relief, against, and for the benefit of, MESH, including but not necessarily limited to:

1. Requiring MESH to allow all elected Assembly Representatives and MESH Members to participate fully at all Annual and Special meetings of its Assembly and requiring MESH to disclose the identity of all Representatives to the elected Representatives in advance so that they may confer in advance of each meeting

2. Appointing a Meeting Official (retired judge or parliamentarian) to chair all Special and Annual Meetings of the MESH Assembly, and all MESH Board meetings, for a period of 36 months, with fees to be borne by MESH
3. Requiring the Meeting Official to comply in all respects with Roberts Rules of Order, including, but not limited to (a) permitting motions from all Representatives who request the attention of the Meeting Official, and (b) calling for a roll call whenever one or more Representatives requests it;
4. Requiring all meetings of the MESH Assembly and Board to be recorded by videographer and/or transcribed by a stenographer, at MESH's expense, for a period of 36 months;
5. Requiring MESH, at its January 25, 2025 annual meeting, to hold a vote for all nine (9) seats of its Board of Directors;
6. Requiring MESH to permit all duly elected members of its Board to participate in all Board meetings and other Board proceedings; and
7. Declaring the MESH NDAs unenforceable, either (a) entirely, or (b) except as to financial and/or medical information of persons seeking and/or receiving aid from MESH.
8. Directing MESH to permit attorneys retained by any Assembly Representative or Board member to attend, and also clarifying that MESH's counsel may attend, Assembly meetings.

(2) award Counterclaimants their the attorneys' fees, litigation expenses; and cost incurred by them in this action; and

(3) such other relief deemed proper by the Court.

VI. JURY DEMAND

Counterclaimants demand a jury trial on all issues triable to a jury.

Dated: January 6, 2025

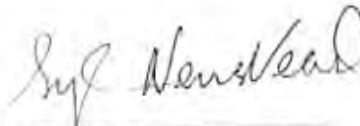
/s/ Monica Miller
Charles J. LaDuca (D.C. Bar No. #476134)
Monica Miller (DC Bar No. #442857)
CUNEO GILBERT & LADUCA, LLP
2445 M Street, N.W., Suite 740
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monica@cuneolaw.com

Counsel for Defendant and Proposed Intervenors

VERIFICATION

I am Sylvanus J.A. Newstead. I am a member one or more Masonic lodges in the District of Columbia. I am a Proposed Intervenor and Counterclaimant identified in the foregoing "Verified Counterclaims of Defendant George E. Perez and Proposed Intervenors" (the "Counterclaims"). I have reviewed the Counterclaims and state that the matters stated therein about which I have personal knowledge are true, and the other matters stated therein are true and accurate to the best of my knowledge, information and belief, based in part upon the investigation conducted by counsel (such as the recitation of facts derived from public documents). Having received a copy of the Counterclaims, and having reviewed them with my counsel, I authorize their filing.

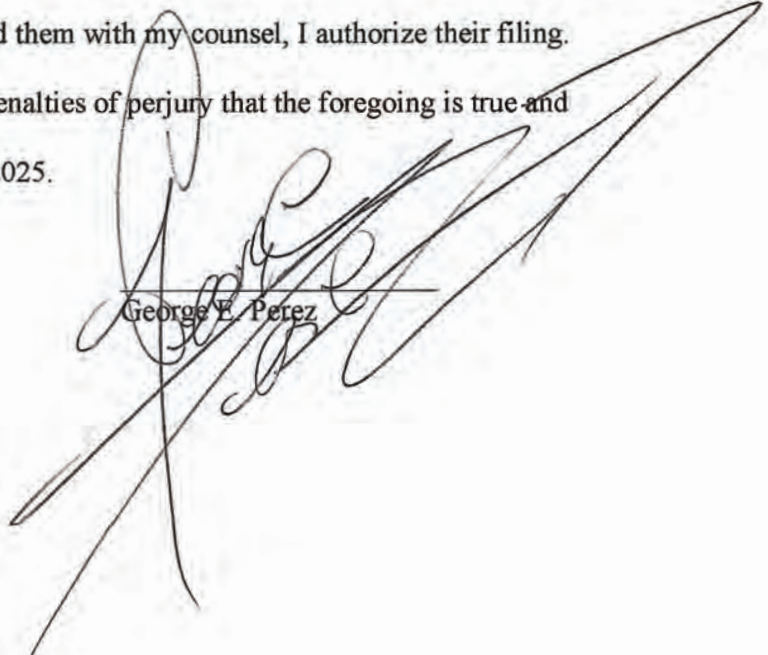
I hereby declare under pains and penalties of perjury that the foregoing is true and correct. Executed this 6th day of January, 2025.


Sylvanus J.A. Newstead

VERIFICATION

I am George E. Perez. I am a member one or more Masonic lodges in the District of Columbia. I am a Defendant and Counterclaimant identified in the foregoing “Verified Counterclaims of Defendant George E. Perez and Proposed Intervenors” (the “Counterclaims”). I have reviewed the Counterclaims and state that the matters stated therein about which I have personal knowledge are true, and the other matters stated therein are true and accurate to the best of my knowledge, information and belief, based in part upon the investigation conducted by counsel (such as the recitation of facts derived from public documents). Having received a copy of the Counterclaims, and having reviewed them with my counsel, I authorize their filing.

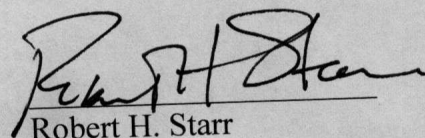
I hereby declare under pains and penalties of perjury that the foregoing is true and correct. Executed this __ day of January, 2025.


George E. Perez

VERIFICATION

I am Robert H. Starr. I am a member one or more Masonic lodges in the District of Columbia. I am a Proposed Intervenor and Counterclaimant identified in the foregoing "Verified Counterclaims of Defendant George E. Perez and Proposed Intervenor" (the "Counterclaims"). I have reviewed the Counterclaims and state that the matters stated therein about which I have personal knowledge are true, and the other matters stated therein are true and accurate to the best of my knowledge, information and belief, based in part upon the investigation conducted by counsel (such as the recitation of facts derived from public documents). Having received a copy of the Counterclaims, and having reviewed them with my counsel, I authorize their filing.

I hereby declare under pains and penalties of perjury that the foregoing is true and correct. Executed this 6th day of January, 2025.


Robert H. Starr

CERTIFICATE OF SERVICE

I hereby certify that on the ___th day of January, 2025, I served the foregoing on all counsel of record via eFile DC.

/s/ Monica Miller

Charles J. LaDuca (D.C. Bar No. #476134)

Monica Miller (DC Bar No. #442857)

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*Counsel for Defendant and Proposed
Intervenors*

EXHIBIT A



MESH Charities

The Masonic & Eastern Star Family
Serving Our Community

**AMENDED AND RESTATED BYLAWS
OF
THE MASONIC AND EASTERN STAR HOME
OF THE DISTRICT OF COLUMBIA CHARITIES, INC.**

ARTICLE I

NAME

1.1. The Masonic and Eastern Star Home of the District of Columbia Charities, Inc. (“MESH”), is a non-profit corporation organized and existing under the District of Columbia Nonprofit Corporation Act pursuant to the filing of a Statement of Election to Accept and a Certificate of Amendment thereto with the District of Columbia on November 7, 2005 (collectively the “Charter”). These documents were filed subsequent to the establishment of MESH pursuant to Special Statutes of the Congress of the United States, approved March 10, 1902 and March 10, 1906.

ARTICLE II

PLACE OF BUSINESS

2.1. The principal place of business of MESH shall be determined by the Board of Directors and all members of the Assembly shall be informed of any change in location within 5 business days of any scheduled meeting.

ARTICLE III

PURPOSES

3.1 MESH is a nonprofit corporation which shall engage in any lawful act or activity for which corporations may be organized under the provisions of the District of Columbia Nonprofit Corporation Act. It shall be organized and operated exclusively as an organization authorized to engage in such purposes and activities as permitted by Section 501(c) (3) of the Internal Revenue Code of 1986 (or the corresponding provisions of any future United States Internal Revenue law) (“Code”) and as enumerated in Treasury Regulation §1.501(c) (3)-1(d) (2) including, but not limited to, the following purposes:

3.1 (a). 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

3.1 (b). 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; and

3.1 (c). No part of the net earnings of the Corporation shall inure to the benefit of any private shareholder or individual, and no substantial part of its activities shall be carrying on propaganda, or otherwise attempting to influence legislation or participate or intervene in any political campaign.

3.1 (d). In the event that an applicant for financial aid under Section 3.2(a) does not fully qualify under the above criteria, but is in need and worthy of Masonic relief, the Executive Committee may recommend to the Board of Directors that the applicant nevertheless receive the financial aid. The Board may, at any Stated Meeting or a Special Meeting called for that purpose, approve such a recommendation for financial aid by a three-fourths vote.

ARTICLE IV REPRESENTATIVES

4.1 NUMBER OF REPRESENTATIVES. Representatives of The Grand Lodge of Free and Accepted Masons of the District of Columbia (“Grand Lodge”) and The Grand Chapter of the Order of Eastern Star of the District of Columbia (“Grand Chapter of O.E.S.”) and their respective lodges and chapters shall be known as the Assembly of Representatives, (Assembly) and shall include the following:

4.1 (a). Six (6) elected or appointed Representatives from the Grand Lodge.

4.1 (b). Six (6) elected or appointed Representatives from the Grand Chapter of O.E.S.

4.1 (c) One (1) elected or appointed Representatives from each Lodge of the Grand Lodge.

4.1 (d). Two (2) elected or appointed Representatives from each Chapter of the Grand Chapter of the O.E.S. of the District of Columbia.

4.1 (e). The Assembly shall have the right to vote for the Board of Directors of MESH and on any other matters affecting MESH as set forth in these Bylaws or required by law.

4.1 (f). Representatives shall not have the right to vote by proxy.

4.1 (g). The Assembly shall convene at the Annual Meeting to receive yearly committee reports, elect the Board of Directors of MESH, elect the Board of Directors of MLCAH, and conduct such other business that may properly come before the Assembly.

4.2 QUORUM. A quorum shall consist of 30% of the representatives elected or appointed. A roll-call will be conducted and validated by the Secretary before allowing any MESH meeting to be conducted. Any business conducted without a quorum is deemed a violation of these bylaws.

4.3 ANNUAL MEETING. The Annual Meeting of the Assembly of Representatives shall be held on the fourth Saturday of January each year at such place and time as the Board of Directors shall determine for the purpose of election of Directors of MESH, the Directors of MLCAH, and any other business that may be determined to be appropriately voted on by the Representatives. All meetings will be conducted in accordance with the latest edition of Robert's Rules of Order, whenever not in conflict with prevailing law, the charter, or these bylaws.

4.4 SPECIAL MEETING. Any Special Meeting of the Assembly of Representatives may be called by the Board of Directors or at least twenty percent (20%) of the Representatives provided that written notice of such meeting is provided to all of the Representatives in accordance with Paragraph 4.5. All meetings will be conducted in accordance with the latest edition of Robert's Rules of Order, whenever not in conflict with prevailing law, the charter, or these bylaws.

4.5 NOTICE. The Secretary shall cause written notice to be provided to each Representative either personally, by telephone, by mail, or by electronic mail not less than fourteen (14) nor more than sixty (60) days prior to the date of a meeting, which notice shall state the date, place and time of the meeting. In the case of a special meeting, the notice shall also state the purpose of the special meeting, and no business other than the stated purpose shall be transacted at that meeting. Notice of any meeting need not be given to any person who may become a Representative of record after the mailing of such notice and prior to the meeting, or to any Representative who attends such meeting in person, or to any Representative who, in person or by attorney thereunto authorized, waives notice of any meeting in writing either before or after such meeting.

4.6 CONDUCT OF BUSINESS. Decisions of the Assembly shall be made by majority vote of the Representatives present at the meeting of the Assembly upon which a quorum is present unless a greater proportion of affirmative votes is required by applicable law, by the Charter or by these Bylaws. Notwithstanding the foregoing, the following acts shall require the affirmative vote of two-thirds (2/3rds) of the of the Representatives present at any meeting upon which it is determined that a quorum is present pursuant to Paragraph 4.1(f):

- 4.6 (a). a sale of all or substantially all of the assets of MESH; and
- 4.6 (b). any voluntary or involuntary dissolution, liquidation or winding up of MESH; and
- 4.6 (c). any merger, reorganization or consolidation; and
- 4.6 (d). approval of any agreements entered into with MESH requiring an expenditure of One Hundred Thousand Dollars (\$100,000.00) or more (unless such is provided for in the approved budget); except in the ordinary course of business (i.e. including but not limited to admitting a person to a long term health care facility or investments).

ARTICLE V

BOARD OF DIRECTORS

5.1 MANAGEMENT: The business and the affairs of MESH shall be managed, directed, and controlled by the Board of Directors which shall be the governing body of MESH.

5.2 NUMBER AND QUALIFICATION OF DIRECTORS: The Directors of MESH shall be nine (9) Directors comprising members in good standing of the Assembly of Representatives at the time of election. No person employed by MESH, MESH Life Care at Home, Inc. ("MLCAH") or a subsidiary or whose family member is employed by MESH, MLCAH or another MESH subsidiary shall be eligible to serve as Director. For the purposes of this Paragraph, "family member" includes a person's spouse, child (including stepchildren, adoptive children, and foster children), parent, sibling, grandparent, or grandchild.

5.3 ELECTION AND TERM OF OFFICE: Each Directors shall serve for a term of three (3) years. The term for Directors may be staggered. Directors shall be elected by a majority vote of the Assembly each year at the annual meeting of the Assembly. All Directors shall retain their respective offices as Directors until their successors shall be duly elected. Directors shall be eligible for re-election without limitation as to the number of consecutive terms.

5.4 CHAIR OF THE BOARD. A member of the Board of Directors shall be elected each year at the annual meeting of the Board of Directors by a majority vote of the Board of Directors as the Chair of the Board ("Chair"). The Chair shall preside over all meetings of the Board of Directors and shall undertake such other duties and responsibilities as the Board of Directors may direct from time to time.

5.5 VICE CHAIR OF THE BOARD. The Vice Chair shall preside in the absence of the Chair and otherwise conduct the duties of the Chair in the absence, incapacitation, or resignation of the Chair, until the next annual meeting of the Board of Directors. The Vice Chair shall be a member of the Board of Directors elected by majority vote at the annual meeting of the Board. In the case of a vacancy in the office, a subsequent election may be held in the same manner to elect another Vice Chair for the duration of the term.

5.6 VACANCIES ON THE BOARD OF DIRECTORS All vacancies on the Board of Directors shall be filled until the next annual meeting of the Assembly by a majority vote of the Board of Directors at any meeting of the Board called for that purpose at which a quorum is present. At that annual meeting an election shall be held to elect a member to serve the remainder of the term.

5.7 RESIGNATION OF DIRECTORS: Any Director may resign from office by delivering a written statement of resignation to the Chair of the Board. Should the Chair not be available, the office of the Chair vacant, or the Chair be resigning, the resignation will be delivered to the Vice Chair. Any such resignation shall take effect immediately upon delivery unless a different effective time or date for the resignation is specified in the notice of resignation.

5.8 REMOVAL: Any Director may be removed from office at any time for any reason by a two-thirds (2/3rds) vote of the Assembly of Representatives present at any special or annual meeting of Representatives where a quorum has been established. The vote to remove a Director shall be by written ballot.

5.9 DUTIES OF THE BOARD OF DIRECTORS: Subject to the provision of applicable laws, the Charter and these Bylaws, the Board of Directors shall manage the affairs, property and funds, and interests of MESH may exercise all powers of MESH. The Board shall adopt policies, resolutions and regulations as needed to govern the operation of MESH and carry out the purpose of MESH.

5.10 COMPENSATION. No Director shall receive compensation for his or her services as a Director; provided, however, that the Assembly may vote to provide the Directors with compensation for their services as Directors at a special meeting of the Assembly called for that purpose. Notwithstanding the foregoing, nothing in this provision shall prohibit the Chair from receiving an honorarium as may be determined by the Board in the Board's discretion. At the discretion of the Board of Directors, directors may be reimbursed for expenses incurred by a Director on account of MESH in the course of the performance of his or her duties, including any reasonable expense incurred in attending meetings of the Board of Directors.

5. 11 MEETINGS OF THE BOARD OF DIRECTORS:

5.11 (a). **ANNUAL MEETING:** The annual meeting of the Board of Directors shall be held in January of each year following the annual meeting of the Assembly of Representatives at such place and time as the Board of Directors shall determine for the purpose of election of Board officers, and for the transaction of such other business as may properly come before the Board. Only members of the Board of Directors who have been elected for the ensuing year shall be entitled to vote for election of Board officers at the annual meeting. The Chair of the Board may call meetings of the Board of Directors at his, or her, discretion or shall call meetings, if requested by a majority of the Directors.

5.11 (b). **QUARTERLY MEETINGS.** The Chair of the Board may call quarterly meetings of the Board of Directors for the transaction of such business as may properly come before the Board.

5.11 (c). **SPECIAL MEETINGS.** Special meetings of the Board of Directors shall be held whenever called by the Chair, or by a majority of the directors, at such time and place as may be specified in the respective notice.

5. 12 NOTICE AND WAIVER OF NOTICE: Written notice shall be provided to each Director either personally, by telephone, by mail, or by electronic mail not less than seven (7) nor more than thirty (30) days prior to the date of a meeting, which notice shall state the date, place and time of the meeting. In the case of a special meeting, the notice shall also state the purpose of the special meeting, and no business other than the stated purpose shall be transacted at that meeting. Notice of any meeting may be waived in writing by a Director, before the meeting. Attendance of a Director at any meeting shall constitute a waiver of notice of that meeting and no written waiver need be obtained from that Director except when the Director attends the meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. All such waivers, consents or approvals shall be filed with the records of MESH.

5.13 QUORUM OF DIRECTORS FOR TRANSACTING BUSINESS: At all meetings of the Board of Directors, the presence of the majority of the members of the Board of Directors shall constitute a quorum for the transaction of business. The presence of the Executive Director at any meeting of the Board of Directors shall not be counted for the purposes of determining whether a quorum is present.

5.14 CONDUCT OF BUSINESS. Decisions of the Board of Directors shall be made by majority vote of the Directors present at the meeting of the Board of Directors upon which a quorum is present unless a greater proportion of affirmative votes is required by applicable law, by the Charter or by these Bylaws. Notwithstanding the foregoing, the following acts shall require the affirmative vote of two-thirds (2/3rds) of the Directors present and two-thirds (2/3rds) of the Representatives present at any meeting upon which it is determined that a quorum is present:

- 5.14 (a). a sale of all or substantially all of the assets of MESH; and
- 5.14 (b). any voluntary or involuntary dissolution, liquidation or winding up of MESH; and
- 5.14 (c). any merger, reorganization or consolidation; and
- 5.14 (d). approval of any agreements entered into with MESH requiring an expenditure of One_Hundred Thousand Dollars (\$100,000.00) or more (unless such is provided for in the approved budget); except in the ordinary course of business (i.e. including but not limited to admitting a person to a long term health care facility or investments).

5.15 ACTION WITHOUT A MEETING. Any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, is circulated and agreed to in writing by each of the Directors. Such action shall be an act of the Board as though it had been taken at a meeting of the Board duly called and held at which a quorum was present. Any such action of the Board shall be filed with the minutes of the proceedings of succeeding Board meetings.

5.16 STANDING COMMITTEES:

- 5.16 (a). The Standing Committees of MESH Charities shall be: Executive, Finance, Investment, Relief, and Governance.
- 5.16 (b). Each Standing Committee shall be led by a Committee Chair who must be a Representative and shall be appointed by the Board Chair. Each Committee Chair shall serve a one (1) year term, unless otherwise agreed to by the Board of Directors. Each Committee Chair shall submit a written report of the activities of his or her Committee to the Assembly at the annual meeting of the Assembly, and/or at such other times as requested by the Board Chair.
- 5.16 (c). All other committee members shall be appointed by the Board Chair and must be either members in good standing in Lodges under the Grand Lodge, FAAM of the

District of Columbia, or members in good standing in Chapters under the Grand Chapter, Order of the Eastern Star of the District of Columbia.

5.16 (d). The Board Chair may assign non-members to a Standing Committee in an advisory capacity, without a vote of the Board of Directors, if such assignment is based on the non-member's special expertise and ability to assist the Committee as needed.

5.17 SPECIAL COMMITTEES: The Board of Directors may establish special committees from time to time. The Board of Directors shall define the powers and responsibilities of such committees and set such rules and regulations as it deems necessary. The Chair of the Board of Directors shall appoint a Chair and the members of any such Committee.

ARTICLE VI OFFICERS

6.1 NUMBER AND QUALIFICATION OF OFFICERS: The Officers of MESH shall consist of a Chair, a Corporate Treasurer, and a Corporate Secretary, and such number of Vice- Chairs, Assistant Corporate Treasurers, Assistant Corporate Secretaries or other officers as the Board of Directors may from time to time deem advisable. Except for the Executive Director who shall be an *ex officio* member of the Board of Directors, officers may also serve on the Board of Directors. No person employed by MESH, MLCAH or another MESH subsidiary or whose family member is employed by MESH, MLCAH or another MESH subsidiary shall be eligible to serve as an Officer.

6.2 ELECTION AND TERMS OF OFFICE: Except for the Executive Director, whose term shall be determined in accordance with his employment contract with MESH, the terms of office for each officer shall be for one (1) year or until his or her successors is duly elected and qualified. Each officer shall be elected by a majority vote of the Board of Directors at the annual meeting of the Board of Directors where a quorum is present. Officers shall be eligible for re-election or reappointment without limitation as to the number of consecutive terms.

6.3 RESIGNATION OF AN OFFICER. Any officer, except the Executive Director who shall comply with the terms of resignation set forth in his employment contract with MESH, may resign at any time by giving written notice of such resignation to the Board of Directors. Unless otherwise specified in such written notice, such resignation shall take effect when the notice is delivered, and the acceptance of such resignation shall not be necessary to make it effective.

6.4 REMOVAL. Any officer may be removed with or without cause, and a successor elected, by a majority vote of the Board of Directors at any regular or special meeting of the Board of Directors where a quorum is present.

6.5 VACANCY. A vacancy in any office by reason of death, resignation, inability to act, disqualification, removal, or any other cause, shall be filled for the unexpired portion of the term by a majority vote of the Board of Directors at any regular or special meeting of the Board of Directors where a quorum is present.

6.6 EXECUTIVE DIRECTOR. Subject to the direction and control of the Board of Directors, the Executive Director shall:

6.6 (a). Be a member in good standing in a Lodge under the Grand Lodge, FAAM of the District of Columbia, or a member in good standing in a Chapter under the Grand Chapter, Order of the Eastern Star of the District of Columbia (collectively, "Eligible Member") at the time of his or her appointment and shall maintain his or her membership for the duration of his or her tenure as Executive Director.

6.6 (b). Have general charge of the business affairs and property of MESH, including MESH's business affairs, fundraising efforts, and program oversight, and shall have general supervision over MESH's staff and agents, including, but limited to, the hiring and termination of staff members and other agents.

6.6 (c). Be an *ex officio* and non-voting member of the Board of Directors and maybe present at any meetings called by the Board of Directors in accordance with these Amended and Restated Bylaws.

6.6 (d). Provide an annual report to the Representatives at the annual meeting of the Assembly as directed by the Board of Directors and shall prepare and provide such other reports as may be requested by the Board of Directors or Assembly.

6.6 (e). Otherwise perform all the duties incident to the office of Executive Director and such other duties as are given to him or her by these Amended and Restated Bylaws or as from time to time may be assigned to him or her by the Board of Directors.

6.6(f). Notwithstanding anything herein to the contrary, in the event that there is no Eligible Member available or willing to serve as Executive Director of MESH as otherwise set forth herein, the Board of Directors may elect a non-Eligible Member to serve as Executive Director.

6.7 CORPORATE TREASURER. The Corporate Treasurer shall serve as the chief financial officer of MESH. Subject to the direction and control of the Board of Directors, the Corporate Treasurer shall:

6.7 (a). Have charge of and supervision over and be responsible for the funds, securities, receipts and disbursement of MESH;

6.7 (b). Cause the monies and other valuable effects of MESH to be deposited in the name and to the credit of MESH in such banks or trust companies as the Board of Directors may select;

6.7 (c). Cause the funds of MESH to be disbursed by checks or drafts, with such signatures as may be authorized by the Board of Directors, upon the authorized depositories of MESH, and cause to be taken and preserved proper vouchers for all monies disbursed;

6.7 (d). Render to the Executive Director or the Board of Directors, whenever requested, a statement of the financial condition of MESH and of his or her transactions as the Corporate Treasurer, and to render a full financial report to the Assembly at the annual meeting of the Assembly;

6.7 (e). Participate in the hiring of any staff whose duties consist of providing any assistance or guidance related to MESH's finances.

6.7 (f). Keep the books of account of all the business and transactions of MESH;

6.7 (g). Obtain reports or statements from all officers, staff and agents of MESH or otherwise solicit such information as he or she may desire with respect to any and all financial transactions of MESH; and

6.7 (h). In general, perform all the duties incident to the office of Corporate Treasurer and such other duties as are given to him or her by these Amended and Restated Bylaws or as from time to time may be assigned to him or her by either the Board of Directors or the Executive Director.

6.8 ASSISTANT CORPORATE TREASURER. Whenever requested by or in the absence or disability of the Finance Director, the Assistant Corporate Treasurer designated by the Corporate Treasurer (or in the absence of such designation, the Assistant Corporate Treasurer designated by the Board of Directors) shall perform all the duties of the Corporate Treasurer, and when so acting, shall have all the powers of, and be subject to all the restrictions upon, the Corporate Treasurer.

6.9 CORPORATE SECRETARY. Subject to the direction and control of the Board of Directors, the Corporate Secretary shall:

6.9 (a). Cause a record to be made of all of the proceedings of the meetings of the Assembly and the Board of Directors in a book to be kept for that purpose;

6.9 (b). Cause all notices to be duly given in accordance with the provisions of these Amended and Restated Bylaws and as required by statute;

6.9 (c). Be custodian of the records and the seal of MESH, if applicable;

6.9 (d). If called upon to do so, prepare or cause to be prepared, and submit at each meeting of the Assembly, a certified list of the names of the Representatives entitled to vote at such meeting;

6.9 (e). See that the books, reports, statements, certificates and all other documents and records of MESH required by statute are properly kept and filed;

6.9 (f). Participate in the hiring of any staff whose duties consist of providing any assistance or guidance related to MESH's administrative functions; and

6.9 (f). In general, perform all duties incident to the office of Corporate Secretary and such other duties as are given to him or her by these Amended and Restated Bylaws, or as from time to time may be assigned to him or her by the Board of Directors or Executive Director.

6.10 ASSISTANT CORPORATE SECRETARIES. Whenever requested by or in the absence or disability of the Corporate Secretary, the Assistant Corporate Secretary designated by the Corporate Secretary (or in the absence of such designation, the Assistant Corporate Secretary designated by the Board of Directors) shall perform all the duties of the Corporate Secretary, and when so acting shall have all the powers of, and be subject to all restrictions upon, the Corporate Secretary.

6.11 SUBORDINATE OFFICERS AND AGENTS. The Board of Directors may from time to time appoint other officers and agents as it may deem necessary or advisable to hold office for such period, have such authority and perform such duties as the Board of Directors may from time to time determine. The Board of Directors may delegate to any officer or agent the power to appoint such subordinate officers, staff, or agents, and to prescribe their respective terms of office, authorizations and duties.

6.12 SALARIES. No officer, except for the Executive Director who shall be paid a salary in accordance with his or her employment agreement with MESH, shall receive compensation for his or her services as an officer; provided, however, that the Board of Directors may vote to provide officers with compensation for their services as officers at a special meeting of the Board of Directors called for that purpose. The Board of Directors may delegate to any officer, committee, staff, or agent the power to fix from time to time the salaries or other compensation of officers or agents appointed in accordance with the provisions of Section 6.12 of this Article 6. At the discretion of the Board of Directors, officers may be reimbursed for expenses incurred by an officer on account of MESH in the course of the performance of his or her duties, including any reasonable expense incurred in attending meetings of the Board of Directors.

6.13 OFFICIAL BOND:

6.13(a). The Board of Directors may require, but shall not be obligated to require, any of the officers, committee members, or employees of MESH who handle funds of MESH to furnish a bond or bonds with such surety or sureties approved by the Board of Directors, and in such amount or amounts as shall be sufficient in the judgment of the Board of Directors to secure MESH against loss or damage by reason of any act, neglect, or omission on the part of such persons.

6.13(b). MESH shall bear the expense of any such bonds.

ARTICLE VII

AFFILIATED TRANSACTIONS; INTERESTED PERSONS

7.1. No contract or other transaction between MESH and any other corporation, partnership, association or other organization shall be impaired, affected or invalidated, nor shall any Director, Officer, or Committee Chair be liable in any way by reason of the fact that any one or more of the Directors, Officers, or Committee Chairs of MESH is or are interested in, or is a

director or officer, or are directors or officers of such other corporation, partnership, association or other organization (an "Interested Person"), provided that such facts are disclosed or made known to the Board of Directors and approved in the manner set forth in Paragraph 7.2 below.

7.2. After disclosure of the conflict of interest and all material facts is made as required in Paragraph 7.1, the uninterested directors shall meet to discuss the conflict of interest and vote on what actions, if any, the Board of Directors should take to address the conflict. If necessary or appropriate, the Chair shall appoint a disinterested person or Special Committee to investigate alternatives to the proposed contract or transaction. The Board of Directors or Special Committee shall use due diligence to determine whether MESH can obtain a more advantageous contract or transaction from a person or entity that would not give rise to a conflict of interest and if one cannot be obtained, the disinterested members of the Board of Directors or Special Committee thereof shall determine, by majority vote, whether the contract or transaction is in MESH's best interest.

7.3. 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 said 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. The Board of Directors shall periodically review its activities and this policy, with or without the assistance of disinterested advisors, to ensure MESH is operating as a charitable organization.

ARTICLE VIII MISCELLANEOUS

8.1 BOOKS AND RECORDS: MESH shall keep correct and complete books and records of account and also shall keep minutes of the proceedings of its Board of Directors and committees having any of the authority of the Board of Directors.

8.2 CORPORATE SEAL: The corporate seal (of which there may be one or more exemplars) shall be in a standard, circular form for District of Columbia corporations or in such other form as the Board of Directors may from time to time determine.

8.3 FISCAL YEAR: The fiscal year of MESH shall be the calendar year and shall end on December 31 of each year.

8.4 CONSTRUCTION: Whenever the context so requires, the masculine shall include the feminine and neuter, and the singular shall include the plural, and conversely. If any portion of these bylaws shall be invalid or inoperative, then, as far as is reasonable and possible:

8.4 (a). The remainder of these Amended and Restated Bylaws shall be considered valid and operative.

8.4(b). Effect shall be given to the intent manifested by the portion held invalid or inoperative.

8.5 HEADINGS: The headings are for organization, convenience and clarity. In interpreting these bylaws, they shall be subordinated in importance to the other written materials.

8.6 RELATION TO CHARTER: These bylaws are subject to, and governed by, the Charter.

8.7 INDEMNIFICATION. To the fullest extent permitted by District of Columbia law, MESH shall indemnify any Director, officer, employee, representative or agent of MESH against reasonable expenses (as defined herein) incurred by him or her in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (“Proceeding”), to which he or she is threatened to be made a party, because he or she is or was a Director, officer, employee, representative or agent of MESH or is or was serving at the request of MESH as a Director, officer, employee, representative or agent of another corporation, partnership, joint venture, trust, other enterprise or employee benefit plan if such person (“Person”) was determined, in the manner prescribed below, to have acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of MESH and, in regard to any criminal Proceeding, had no reasonable cause to believe his or her conduct was unlawful (“Standard of Conduct”), except in relation to matters as to which he or she has been adjudged in the Proceeding to be liable for negligence or misconduct in the performance of his or her duty to MESH. Such indemnification shall continue as to a person who has ceased to be a Director, officer, employee, representative or agent and shall inure to the benefit of the heirs, executors and administrators of such person. The indemnification set forth herein shall include indemnification against any action, suit, contract or proceeding in which the Director, officer, employee, representative or agent of MESH is made a party by reason of serving or having served as health care agent, personal representative, attorney-in-fact or in any other fiduciary capacity for a resident of any of MESH facilities. This indemnity shall not extend to investment managers or other professionals employed or retained to provide services by MESH.

8.7 (a) “Expenses” shall mean all costs actually incurred and disbursements made by a Person in connection with a Proceeding, including, without limitation, amounts paid as a result of a judgment, fine, tax or penalty, or in settlement of any Proceeding, and attorneys’ fees and court costs incurred in connection therewith.

8.7(b) Reimbursement of Expenses. MESH shall pay or reimburse reasonable attorneys’ fees and reasonable costs actually incurred by a person in connection with the defense of a proceeding in advance of the final disposition of such proceeding if both of the following conditions have been satisfied: (i) there has been a determination in the manner prescribed by 8.7 (c) that the facts then known to those making the determination would not preclude indemnification; and (ii) the Board of Directors has received from the person who is a party to the proceeding a written agreement to repay all amounts paid or reimbursed by MESH if he or she is ultimately adjudged liable for negligence or misconduct in the performance of duty to MESH; provided that this shall be an unlimited general obligation of that person, with such security, if any, as the Board may reasonably require.

8.7(c) Determination of Standard of Conduct and Reasonableness of Expenses. Determinations of whether the Standard of Conduct has been met and whether expenses are reasonable shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors not at the time parties to the proceeding. If such a quorum cannot be obtained, then by a majority vote of the Representatives where a quorum is present as provided for in Section 4.1(f).

8.7(d) Purchase of Insurance. MESH, in its discretion, may purchase and maintain insurance, but shall not be required to do so, on behalf of any person who is or was a Director, Officer, Employee, Representative or Agent of MESH or is or was serving at the request of MESH as a Director, Officer, Employee, Representative or Agent of another corporation, partnership, joint venture, trust, other enterprise or employee benefit plan, against any liability asserted against him or her and incurred by him or her in any such capacity or arising out of his or her status as such, regardless of whether MESH would have had the power or be obligated to indemnify him or her against such liability under the provisions of these bylaws or the law of the District of Columbia. MESH may limit the coverage of such insurance to Directors and Officers.

ARTICLE IX AMENDMENTS

9.1 COMMUNICATION OF PROPOSED AMENDMENTS: These Amended and Restated Bylaws may be altered or amended at any annual or special meeting of the Assembly by the affirmative vote of a two-thirds (2/3) of the Representatives present at a meeting at which a quorum is present.

9.2 COMMUNICATION OF PROPOSED AMENDMENTS: All proposed amendments to the Bylaws made by the Assembly shall be sent in the manner provided for the giving of notice of meetings of the Assembly.

9.3 STANDING RESOLUTIONS: The Standing Resolutions of MESH may be amended at any annual, quarterly or special meeting of the Board of Directors by a majority vote of the Directors present at a meeting at which a quorum exists. Notwithstanding the preceding sentence, the Assembly may, by a majority vote of the Representatives present at a special or annual meeting where a quorum is present, vote to supersede any such Standing Resolutions.

9.4 COMMUNICATION OF STANDING RESOLUTIONS: The Board of Directors shall notify the Assembly of any amendments to Standing Resolutions and the Secretary shall send any such amended Standing Resolutions to each Representative by mail, or by electronic mail not more than seven days after its adoption.

ARTICLE X TAX-EXEMPT AND PUBLIC SUPPORT STATUS

10.1 TAX-EXEMPT STATUS: The affairs of MESH at all times shall be conducted in such a manner as to assure its status as an organization defined in Internal Revenue Code Section 501(c)(3) which is qualified for exemption from tax pursuant to Section 501(c)(3) of the Internal Revenue Code.

ARTICLE XI DISSOLUTION

11.1 Upon dissolution of MESH, the Board of Directors shall, after paying or making provisions for payment of all of the liabilities of MESH, dispose of all of the assets of MESH by

distributing those assets exclusively for the purposes of MESH in such manner, or to such organization or organizations organized and operated exclusively for public charitable uses and purposes as shall at the time qualify as exempt from taxation under Section 501(c)(3) of the Internal Revenue Code as the Board of Directors shall determine. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction for the county in which the principal office of MESH is then located, exclusively for such purposes or to such organization or organizations as said court shall determine, which are organized and operated exclusively for such purposes.

CERTIFICATION

I HEREBY CERTIFY that the bylaws for The Masonic and Eastern Star Home of the District of Columbia Charities, Inc. attached hereto, are the current bylaws as adopted.

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

MESH Charities, Inc.

Date: 12/07, 2019

By: *Marilyn Haroutunian*
Name: MARILYN HAROUTUNIAN
Title: SECRETARY

EXHIBIT B



Founded in 1902

MESH Charities

The Masonic & Eastern Star Family
Serving Our Community

via Federal Express

Robert H. Starr
5400 Amberwood Ln.
Rockville, MD 20853-2501

January 23, 2023

Dear MESH Representative,

Due to your involvement, whether as a named defendant or interested party given your actions to date, relating to the lawsuit captioned as MESH v. Daniel A. Huertas, et al. Case No. C-15-CV-22-001607 filed in the Circuit Court for Montgomery County, Maryland (the "Lawsuit"), the Board of Directors, acting in the best interests of MESH, at 2022 year-end passed a resolution deactivating the status/claimed status of several persons, including you, as to the MESH Assembly of Representatives. As a result of your deactivation, you are not permitted to attend any meeting of the Assembly of Representatives nor exercise any other function or be entitled to any of the privileges of a Representative until such time as the later of a final resolution of the Lawsuit or MESH no longer is exposed to a risk of irreparable harm.

If you have any questions, you may address them by providing a written request to me as Executive Director of MESH Charities.

Jesse Villarreal
Executive Director
MESH Charities, Inc.
8403 Colesville Road
Silver Spring, MD 20910

EXHIBIT C



MESH Charities

The Masonic & Eastern Star Family
Serving Our Community

Founded in 1902
via Federal Express

George Perez

January 23, 2024

c/o

R. Michael Smith
Cuneo Gilbert & LaDuca, LLP
4725 Wisconsin Ave., NW, Suite 200
Washington, DC 20016

and

Shawn D. Bartley
Mairi N. Morrison
Shawn D. Bartley and Associates, LLC
8630 Fenton Street, Suite 917
Silver Spring, MD 20910

Mr. Perez,

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, including as the named defendant in the civil action captioned MESH v. George E. Perez, et al. filed December 22, 2023 in the Circuit Court for Montgomery County, Maryland.

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 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.

If you have any questions, you may address them by providing a written request to me as Executive Director of MESH Charities.

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

By:

Jesse Villarreal, Executive Director
8403 Colesville Road
Silver Spring, MD 20910

EXHIBIT D



MESH Charities

The Masonic & Eastern Star Family
Serving Our Community

via Federal Express

George Perez

January 23, 2024

c/o

R. Michael Smith
Cuneo Gilbert & LaDuca, LLP
4725 Wisconsin Ave., NW, Suite 200
Washington, DC 20016

and

Shawn D. Bartley
Mairi N. Morrison
Shawn D. Bartley and Associates, LLC
8630 Fenton Street, Suite 917
Silver Spring, MD 20910

Mr. Perez,

On January 18, 2024, the Board of Directors of MESH Charities held a meeting. All Board members, including you, were provided timely notice of same. All Board members attended, excepting you and Sylvanus Newstead. Please be advised that at the Board meeting there was a vote that resulted in your suspension as a Board member.

Sincerely,

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

By: *Marilyn Haroutunian*

Marilyn Haroutunian
Secretary of the Board

8403 Colesville Road
Silver Spring, MD 20910