

**SUPERIOR COURT OF THE DISTRICT OF COLUMBIA  
CIVIL DIVISION**

DISTRICT OF COLUMBIA : Case Number: 2021 CA 1809 B  
v. : Judge: Shana Frost Matini  
DELTA PHI EPSILON, INC., *et al.* :

**ORDER**

Upon consideration of the District of Columbia’s Motion for Entry of Remedies, filed May 19, 2023; the District of Columbia’s Consent Motion for Entry of Consent Judgment, filed July 24, 2023; the Memoranda in Support and Affidavits filed by Defendant Delta Phi Epsilon Foundation for Foreign Service, Defendant Delta Phi Epsilon, Inc., and Defendant Terrence Boyle on September 22, 2023; the District of Columbia’s response to the inquiries of the Court filed on September 22, 2023; the District of Columbia’s Consent Motion for Entry of the Parties’ Supplemental Stipulation and Renewed Consent Motion for Entry of Consent Judgment, filed October 27, 2023; the representations made at the hearings on August 11, 2023 and November 30, 2023; and for the reasons stated in open court at the November 30, 2023 hearing, it is this 30<sup>th</sup> day of November 2023 hereby:

**ORDERED** that the May 19, 2023 Motion for Entry of Remedies is **DENIED AS MOOT**; and it is further

**ORDERED** that the July 24, 2023 Consent Motion for Entry of Consent Judgment is **DENIED AS MOOT**; and it is further

**ORDERED** that the October 27, 2023 Consent Motion for Entry of the Parties’ Supplemental Stipulation and Renewed Consent Motion for Entry of Consent Judgment is **GRANTED**; and it is further

**ORDERED** that the Consent Judgment and Supplemental Stipulation, attached hereto are **ENTERED** as an enforceable order of this Court; and it is further

**ORDERED** that this case is **CLOSED**.

**SO ORDERED**.



Judge Shana Frost Matini  
Superior Court of the District of Columbia

Copies served electronically upon counsel of record

**SUPERIOR COURT OF THE DISTRICT OF COLUMBIA  
CIVIL DIVISION**

**DISTRICT OF COLUMBIA,**

*Plaintiff,*

v.

**DELTA PHI EPSILON, INC., *et al.*,**

*Defendants.*

Civil Action No.: 2021 CA 001809 B

Judge Shana Frost Matini

**STIPULATIONS OF THE PARTIES**  
**(IN SUPPLEMENT TO CONSENT JUDGMENT)**

To clarify and reinforce the Consent Judgment filed in the above-captioned case on July 24, 2023, the parties, who include Terrence Boyle (“Boyle”), Delta Phi Epsilon, Inc. (“DPE”), Delta Phi Epsilon Foundation for Foreign Service Education (the “Foundation”), and the District of Columbia (the “District”), agree to the following stipulations:

**I. STIPULATIONS BY BOYLE**

1. Boyle represents that when he reached his 80th birthday in August 2021, in addition to permanently resigning **(a)** as both an officer and a director of DPE, and **(b)** as an officer of the DPE Foundation, as set forth in Paragraph 5 of the Consent Judgment, he also permanently resigned **(c)** as an officer of the Delta Phi Epsilon National Foundation, Inc. (“DPE National Foundation”), a separate District nonprofit corporation.

2. No later than three (3) days after the date of entry of the Consent Judgment, Boyle shall also permanently resign as the Secretary of Delta Phi Epsilon Professional Foreign Service Society, an unincorporated association. Boyle remains a member and an officer of the Delaware corporation, Delta Phi Epsilon, Professional Foreign Service Fraternity, Inc. (“DPE Fraternity”). Boyle shall not, as a member of that DPE Fraternity, attempt to exercise any governance role in DPE or in the DPE Foundation.

3. Boyle represents that he has transferred to the officers of DPE full control of any official e-mail address belonging to DPE and full control of any website belonging to DPE.

4. Boyle further represents that he has transferred to the officers of DPE full control of the list (including e-mail addresses) of the members and other initiates of DPE for DPE’s use, and DPE’s alone, when conducting DPE business.

5. In Paragraph 13(a) of the Consent Judgment, Boyle agreed that he shall not serve as a manager, officer, director, or trustee of DPE or of the Foundation. This is intended to mean either in name or *de facto*, including without limitation by:

- (i) controlling or managing any part of the execution of the Foundation’s Alpha House Fund Plan;
- (ii) participating in the Foundation’s management of any real estate property;
- (iii) accessing or exerting any control or influence over DPE’s maintenance or distribution, pursuant to numbered paragraph 4 above, by DPE of DPE’s membership and address list;
- (iv) transmitting any DPE membership meeting notice(s), agenda(s), or other DPE material(s) on behalf of DPE’s directors or officers;

- (v) receiving, reviewing, validating, accepting, or rejecting any voting proxies on behalf of DPE's directors or officers;
- (vi) collating, validating, accepting, or rejecting, any member votes on behalf of DPE's directors or officers;
- (vii) presenting for the vote of DPE's members any motions or proposed resolutions on behalf of DPE's directors or officers;
- (viii) reporting the result of any votes on motions or proposed resolutions on behalf of DPE's directors or officers;
- (ix) controlling or managing any part of the execution of any official meeting of DPE's members, directors or officers, such as serving as the meeting's host or co-host; or
- (x) controlling or managing any part of a DPE website.

6. Boyle shall not be a signatory on, nor exercise any control over, the bank accounts holding the \$350,000 donated by DPE to the DPE Fraternity to help re-activate its Alpha Chapter.

## **II. STIPULATIONS BY DPE**

7. The following provisions (Stipulations 8-13) shall control the DPE membership meeting(s) discussed in Paragraphs 15(b) and 16(d)-(f) of the Consent Judgment.

8. No later than six (6) months after the date of entry of this Consent Judgment, DPE shall convene a membership meeting with a quorum of no fewer than 50 participants, present either in-person (live or virtual), or by written ballot, for the purpose of:

- a. memorializing the membership's support for the Alpha House Plan;
- b. holding a vote to replace or to retain one or both of the two directors elected in

July 2023; and

c. at the same meeting, the President of DPE, or another officer acting on his behalf, shall put to a vote the following three motions:

i.a motion “to amend Article IX of DPE’s bylaws to lower to two-thirds (2/3) the threshold requirement for the number of votes required to amend DPE’s bylaws;”

ii. a motion “to amend Article V, Section 1 of DPE’s bylaws to vest in the membership of DPE—and not DPE’s board of directors—the power to elect new members to the board of directors at DPE each annual meeting or at a special meeting called for the purpose of electing new directors;” and

iii. a motion “to amend Article V, Section 2 of DPE’s bylaws to limit the power of the board of directors to appoint new directors to circumstances in which a director resigns or becomes unavailable to serve, which appointment shall be limited to a period of ninety (90) days to allow sufficient time for a special meeting of the DPE membership to select a replacement director for any vacancy.”

9. No later than three (3) days after the above meeting, DPE shall provide to the District a copy of each bylaws amendment adopted at that meeting.

10. The notice of the meeting required above shall identify on its face all those prevented from serving as a director by reason of having been an officer or director of DPE, or by reason of having been an officer or trustee of the DPE Foundation, between January 1, 2017, and February 1, 2023.

11. The notice shall comply with the requirements of D.C. Code § 29-405.20 and shall be accompanied by a complete list of all DPE members (*i.e.*, all DPE “members and other initiates” as defined in DPE’s by-laws). The email address of a member will only be included on such list if that member has previously consented in writing to the disclosure of his email address, and.

12. Simultaneously with sending the above notice DPE shall confirm in writing to the District that the notice was submitted to DPE's membership and that DPE has fully complied with D.C. Code § 29-405.20, including with respect to any written requests by any DPE member to inspect or copy the DPE membership address list. Any membership address list shared for inspection must include member email addresses, unless a member has provided written notice to the DPE secretary that the member's email address should remain confidential.

13. DPE shall provide to the District a copy of any notice(s), agenda(s) minutes, resolution(s) or other written material(s) for or from any meeting held pursuant to these stipulations and/or the Consent Judgment no later than three (3) days after the meeting.

14. The eligibility criteria for directors and officers of DPE, set forth in Paragraph 16(a) of the Consent Judgment, is clarified as follows: No one who was a director or an officer of DPE, or was a trustee or officer of the DPE Foundation, between January 1, 2017, and February 1, 2023, shall be newly elected or appointed as a director or officer of DPE for ten (10) years following the date of entry of the Consent Judgment.

### **III. STIPULATIONS BY FOUNDATION**

15. The eligibility criteria for trustees of the Foundation, set forth in Paragraph 16a of the Consent Judgment, is clarified as follows: No one who was a trustee or an officer of the Foundation, or was a director or officer of DPE, between January 1, 2017, and February 1, 2023, shall be newly elected or appointed as a trustee of the Foundation for ten (10) years following the date of entry of this Consent Judgment. Nothing in this Stipulation or the Consent Judgment affects the ability of the current trustees of the Foundation (serving as of the date of entry of the Consent Judgment) to be reelected or otherwise extend their term in accordance with the Foundation's bylaws.

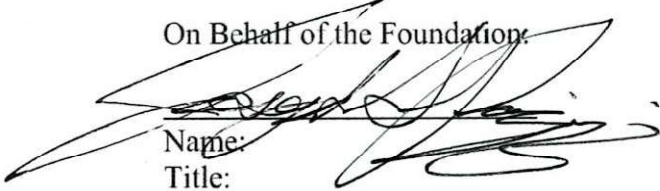
16. All communications to be provided to Defendant Foundation pursuant to the Consent Judgment shall be delivered via e-mail to the President of the Foundation, at [dpe.for.serv.education.foundation@gmail.com](mailto:dpe.for.serv.education.foundation@gmail.com), or any email maintained by the President of the Foundation for official Foundation business.

17. The timing and conditions of the release of the Alpha House sale proceeds, set forth in Paragraph 15 of the Consent Judgment are clarified as follows:

- a. The Foundation shall be able to access and transfer the Alpha House sale proceeds upon (i) a full review and consideration of the DPE membership's comments as set forth in Paragraph 15(b) of the Consent Judgment; and (ii) no earlier than ten (10) days after providing the copy of the final Alpha House Plan to the District; or
- b. If DPE is unable to obtain DPE membership's vote memorializing the membership's support for the Alpha House Plan in accordance with the procedures described in the Consent Judgment (including these Stipulations) within nine (9) months of the date of entry of the Consent Judgment, the Foundation shall be able, with the consent of the District, to access and transfer the Alpha House sale proceeds at any time after the expiration of nine (9) months of the date of entry of Consent Judgment.

Dated: October 27, 2023

On Behalf of the Foundation:



Name:  
Title:

Joseph S. Picozzi  
President, DPE Foundation

On Behalf of DPE:

\_\_\_\_\_  
Name:  
Title:



16. All communications to be provided to Defendant Foundation pursuant to the Consent Judgment shall be delivered via e-mail to the President of the Foundation, at dpe.for.serv.education.foundation@gmail.com, or any email maintained by the President of the Foundation for official Foundation business.

17. The timing and conditions of the release of the Alpha House sale proceeds, set forth in Paragraph 15 of the Consent Judgment are clarified as follows:


- a. The Foundation shall be able to access and transfer the Alpha House sale proceeds upon (i) a full review and consideration of the DPE membership's comments as set forth in Paragraph 15(b) of the Consent Judgment; and (ii) no earlier than ten (10) days after providing the copy of the final Alpha House Plan to the District; or
- b. If DPE is unable to obtain DPE membership's vote memorializing the membership's support for the Alpha House Plan in accordance with the procedures described in the Consent Judgment (including these Stipulations) within nine (9) months of the date of entry of the Consent Judgment, the Foundation shall be able, with the consent of the District, to access and transfer the Alpha House sale proceeds at any time after the expiration of nine (9) months of the date of entry of Consent Judgment.

Dated: October 27, 2023


On Behalf of the Foundation:

\_\_\_\_\_  
Name:  
Title:


On Behalf of DPE:

  
\_\_\_\_\_  
Name: Matthew W. Schmidt  
Title: President

On Behalf of Terrence Boyle:

  
Terrence Boyle

On Behalf of the District:

  
Name: William F. Stephens  
Title: Assistant Deputy Attorney General,  
Public Advocacy Division

**SUPERIOR COURT OF THE DISTRICT OF COLUMBIA  
CIVIL DIVISION**

**DISTRICT OF COLUMBIA,**

*Plaintiff,*

v.

**DELTA PHI EPSILON, INC., *et al.*,**

*Defendants.*

Civil Action No.: 2021 CA 001809 B

Judge Shana Frost Matini

**CONSENT JUDGMENT**

This matter is before the Court on the Joint Motion for Entry of Consent Judgment filed by Plaintiff District of Columbia (the “District”), through its Office of the Attorney General (“OAG”), and Defendants Delta Phi Epsilon Inc. (“DPE”), Delta Phi Epsilon Foundation for Foreign Service Education (the “Foundation”), and Terrence Boyle (“Boyle”) (collectively, “Defendants”). The District and Defendants (the “Parties”) each agree to the entry of this Consent Judgment to resolve the District’s claims against Defendants in this litigation. The Parties have all agreed to the relief set forth in this Consent Judgment and agree to and shall be bound by its requirements.

**RECITALS**

1. On June 3, 2021, the District filed a Complaint against Defendants in the Superior Court of the District of Columbia pursuant to the District of Columbia Nonprofit Corporation Act, D.C. Code §§ 29-401.01 to 414.04 and the common law. 2021 CA 001809 B (the “Civil Action”).

2. Defendants filed an answer denying all of the District's claims.
3. The Complaint alleges that Defendants violated the NCA and the common law by divesting DPE of the real estate located at 3401 Prospect Street NW, Washington DC 20007 (the "Alpha House") without authorization from DPE's members; engaging in interested-party transactions with Boyle through which Boyle privately benefitted from the Foundation's financial contribution to the purchase of Boyle's personal residence (the "34th Street Properties"); and failing to comply with the NCA's governance and recordkeeping requirements, which allowed Boyle to control DPE and the Foundation without appropriate oversight.
4. The Complaint also alleges violations of the NCA and common law in connection with DPE's transfer of the real estate property at 3401 Prospect Street NW, Washington, DC (the "Alpha House") to the Foundation. The Foundation subsequently sold the Alpha House to a third-party buyer in a transaction that is not challenged by the District. The Alpha House sale proceeds remain in escrow pending the resolution of this litigation.
5. Boyle represents that when he reached his 80th birthday in August 2021, he resigned as both an officer and a director of DPE and as an officer of the Foundation.
6. A certified real estate appraiser agreed to by the Parties has conducted a fair market valuation of the 34<sup>th</sup> Street Properties and determined that the 34<sup>th</sup> Street Properties' current market value is \$1,365,000 (the "Appraisal Value"). The Parties agree that the Appraisal Value represents the current market value of the 34<sup>th</sup> Street Property for purposes of resolving this litigation.
7. DPE and the Foundation represent that Boyle is no longer, and will not again be, a signatory or have authority on any financial institution account holding funds belonging to DPE or the Foundation.

8. The Foundation, through its trustees, has developed a written plan for use of the funds received from the Foundation's sale of the Alpha House to acquire and manage a new house (the "Alpha House Fund Plan"). The new house will be used as a hub for the Foundation's activities, events, and meetings, as well as a library, archives, and a place of learning for students, researchers, and members and initiates of DPE. The Foundation will apply any funds remaining after the Foundation's acquisition of a new house to create a Foundation endowment fund, the earnings from which the Foundation will apply first to the costs of owning and maintaining the new house, and second, to further the Foundation's other charitable purposes.

9. On February 22, 2023, the Foundation provided the Alpha House Fund Plan to OAG for OAG's review. OAG has no objection to the Alpha House Fund Plan as presented.

10. As of the date of this Consent Judgment, four of the seven Foundation trustees have resigned from their positions on the Foundation's Board of Trustees, and one trustee has been elected to fill one of the Board's vacant positions in accordance with paragraph 17 below.

11. This Consent Judgment represents the Parties' compromise of disputed claims in the Civil Action and is neither an admission of facts and/or liability by Defendants, nor a concession by the District that its claims are not well-founded.

12. Subject to the Court's retention of jurisdiction to enforce the terms of this Consent Judgment, this Consent Judgment represents the final adjudication of and resolution of this action such that the above-captioned case will no longer be a pending civil action.

Based upon the Parties' mutual consent, it is hereby **ORDERED** as follows:

13. **Boyle's Nonprofit Activities.** The Parties agree to the following terms:

- a. Boyle agrees never to serve as a manager, officer, director, or trustee of DPE or of the Foundation, including controlling or managing any part of the execution of the

Foundation's Alpha House Fund Plan or participating in the Foundation's management of any new real estate property acquired pursuant paragraph 15 below.

Boyle shall retain all other rights and privileges of being a member of DPE and of being a donor to the Foundation.

- b. Boyle shall never again be a signatory on any bank account of DPE or of the Foundation.
- c. Boyle shall never be a compensated employee or contractor of DPE or of the Foundation.
- d. Boyle shall not, for ten (10) years following the date of entry of this Consent Judgment, serve as an officer, director, or trustee of any other District of Columbia nonprofit.

14. **Payment by Mr. Boyle to the Foundation.** Boyle agrees to the following terms:

- a. As soon as practicable and no later than ninety (90) days after the date of entry of this Consent Judgment, for purposes of resolving this litigation, Boyle shall transfer \$100,000 from his personal funds into a bank account that bears the Foundation's name and tax identification number.
- b. No later than three (3) days after the date of such transfer, Boyle shall provide to the District documentation from any bank or other financial institution confirming the transfer of these funds to the Foundation.

15. **Alpha House Sale Proceeds.** The Parties agree to the following procedures regarding the use of the proceeds from the sale of the Alpha House:

- a. The Foundation shall continue to hold the Alpha House sale proceeds in an interest-bearing escrow account pending the acquisition of a new house pursuant to the

Foundation's plan for the use of the proceeds, detailed below:

The Foundation, through its trustees, presented and circulated the Alpha House Fund Plan at the annual general meeting of DPE's members that took place on February 25, 2023, for the members' consideration and comment.

- b. Following the Foundation's full review and consideration of the memberships' comments, DPE agrees to call a special meeting or a re-convened meeting, no later than six (6) months after the date of the entry of this Consent Judgment, for the purpose of holding a vote to memorialize the membership's support for the Alpha House Fund Plan.
- c. The Foundation shall not access, transfer, use, or deplete the Alpha House sale proceeds until after the Foundation has presented the Alpha House Fund Plan to DPE's members and obtained the results of the DPE membership's vote memorializing the membership's support for the Alpha House Fund Plan. The Foundation agrees to utilize the Alpha House sale proceeds only for charitable and educational purposes in accordance with the Alpha House Fund Plan.
- d. The Foundation shall provide OAG with a copy of the final Alpha House Fund Plan no later than ten (10) days prior to the disbursement of any funds from the Alpha House sale proceeds pursuant to the Alpha House Fund Plan.
- e. The Alpha House proceeds shall be released to the Foundation no earlier than the date on which the requirements of subparagraphs 15(c) and 15(d) above have been met and no later than five (5) days after it.
- f. Upon the identification of a house to be acquired, the Foundation's Board of Trustees shall appoint a House Management Committee to oversee both the

acquisition and subsequent operation of the new house.

- g. No later than one calendar year following the date of entry of this Consent Judgment, and once annually for a period of five (5) calendar years following the date of entry of this Consent Judgment, the Foundation shall deliver to the District a certification outlining the use of the Alpha House sale proceeds. The certification shall include an accounting of: (1) the total amount of Alpha House sale proceeds remaining at the time of each certification; and (2) a detailed accounting of any expenditures from the Alpha House sale proceeds between the date of entry of this Consent Judgment and the date of each certification.

16. **DPE Governance.** The Parties agree to the following terms:

- a. DPE agrees that anyone who was a director or an officer of DPE between January 1, 2017, to October 11, 2022, shall not be elected or appointed as a director of DPE's Board of Directors for ten (10) years following the date of entry of this Consent Judgment.
- b. Before the date of the entry of this Consent Judgment, two of the three incumbent "inactive initiate" directors shall resign and be replaced according to DPE's existing bylaws by persons who were not an officer or a director at any time between January 1, 2017, and October 11, 2022.
- c. No later than thirty (30) days after entry of this Judgment, DPE shall issue a notice of a special meeting for the election of directors to fill the two vacant positions shall be sent to the entire DPE membership. The notice shall identify all those prevented from serving by reason of their having served on the board between January 1, 2017, and October 11, 2022. The notice shall be accompanied by a complete list of



all DPE members (*i.e.*, all DPE “members and other initiates” as defined in DPE’s by-laws) and, respecting membership addresses, shall comply with the requirements of D.C. Code § 29-405.20. Simultaneously with sending the notice, DPE shall confirm in writing to the District that the notice was submitted to the membership and that DPE has complied with D.C. Code § 29-405.20.

- d. No later than thirty (30) days after entry of this Consent Judgment, DPE agrees to propose to its membership amendments to its bylaws that, if adopted: (i) would lower to a simple majority the threshold requirement for the number of votes required to amend DPE’s by-laws; (ii) vest in the membership of DPE the power to elect new members to the board of directors at DPE each annual meeting or at a special meetings called for the purpose of electing new directors; and (iii) limit the power of the board of directors to appoint new directors to circumstances in which a director resigns or becomes unavailable to serve which appointment shall be limited to a period of ninety (90) days to allow sufficient time for a special meeting of the DPE membership to select a replacement director for any vacancy.
- e. DPE shall provide to the District a copy of DPE’s revised bylaws no later than three (3) days after the membership’s vote revising the bylaws.
- f. DPE agrees to provide a copy of any notices, agenda(s), minutes, resolutions, or other written materials for or from any special meeting held pursuant to this Consent Judgment to the District no later than three (3) days after the meeting occurs.
- g. DPE agrees to observe all corporate governance requirements of the Nonprofit Corporation Act, including the conduct of regular meetings, maintenance and

distribution of its membership list, accurate financial recordkeeping, and the recording of board of director and membership meetings.

17. **Foundation's Governance.** The Parties agree to the following terms regarding the Foundation's governance:

- a. As soon as practicably possible, and no later than six (6) months after entry of this Judgment, the Foundation shall fill the three vacant positions on its Board of Trustees with new trustees, none of whom previously served as an officer of the Foundation or previously served as a trustee of the Foundation during the period beginning January 1, 2017, to February 1, 2023.
- b. No later than sixty (60) days after entry of this Judgment, the Foundation's Board of Trustees shall establish a Scholarship Committee comprised of no fewer than three Trustees, which shall meet and issue at least once each calendar year one or more educational scholarships from the Foundation's funds, consistent with the Foundation's stated educational purpose. The Foundation shall announce its first annual scholarship award no later than one (1) calendar year after entry of this Judgment.
- c. For a period of three (3) calendar years beginning on the date of entry of this Judgment, the Foundation shall provide OAG with a copy of its annual scholarship announcements no later than five (5) days after each scholarship is announced and the funds disbursed to the scholarship recipient.
- d. The Foundation shall ensure that its trustees' terms of service are staggered such that no more than 50% of the trustees' terms are set to expire in any given calendar year.

- e. The Foundation shall observe all corporate governance requirements of the NCA, including the conduct of regular meetings, accurate financial recordkeeping, and the recording of board of trustees meetings.

18. **Notices to the District.**

- a. All notifications, status reports, or other documents required to be provided to the District pursuant to this Consent Judgment shall be delivered via email to the attention of: Tabitha Bartholomew, [tabitha.bartholomew@dc.gov](mailto:tabitha.bartholomew@dc.gov); Will Stephens ([william.stephens@dc.gov](mailto:william.stephens@dc.gov)); Adam Gitlin ([adam.gitlin@dc.gov](mailto:adam.gitlin@dc.gov)); and Amanda Bangle ([amanda.bangle@dc.gov](mailto:amanda.bangle@dc.gov)).
- b. All communications to be provided to Defendant Terrence J. Boyle pursuant to the Consent Judgment in this action shall be delivered via e-mail to the attention of Terrence J. Boyle at [tjb007@mac.com](mailto:tjb007@mac.com).
- c. All communications to be provided to Defendant DPE pursuant to the Consent Judgment in this action shall be delivered via e-mail to the attention of the President, Delta Phi Epsilon, at [3401officerdirector@gmail.com](mailto:3401officerdirector@gmail.com).

19. **Failure to Comply.** In the event any Defendant fails to comply with any term of this Order, the District reserves the right to file a motion with the Court to direct the relevant Defendant(s) to comply with the terms of this Order and to show cause why the Court should not hold the Defendant(s) in contempt. The District reserves the right to request appropriate injunctive or equitable relief as a remedy for any Defendant's noncompliance and to seek attorneys' fees and costs for any time and action to bring the Defendant(s) into compliance.

20. **Defendants' Representations.** The District has agreed to the terms of this Consent Judgment based in part on the representations made to the District by Defendants in paragraphs 5–

8, 10, and 15–17 of this Consent Judgment. Defendants represent and warrant that each Defendant has not made any material misrepresentations to the District that are inaccurate or misleading. The District reserves the right to seek remedial action from this Court if any material representations by any Defendant are later found to be inaccurate or misleading.

21. **Release.** Subject to entry of this Consent Judgment, the District releases the Defendants and their trustees, directors, and officers, from any and all claims that were brought or could have been brought based on the conduct described in the Civil Action. The District specifically does not release the Defendants from (i) claims or liability under the District’s criminal laws or tax laws; (ii) any liability to the District or any of its agencies for any conduct other than that alleged in the Civil Action; and (iii) any claims based on obligations created by this Consent Judgment including claims to enforce the terms and conditions of this Consent Judgment.

22. **Tax Laws.** Nothing in any provision of this Consent Judgment constitutes an agreement or concession by the District concerning the characterization of the Consent Judgment for purposes of the District’s tax laws.

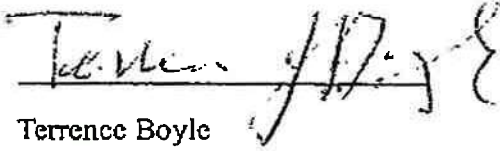
23. **Final Judgment.** This Consent Judgment is final and enforceable as to the Parties, who relinquish any right to appeal the terms of this Consent Judgment.

24. **Jurisdiction.** The Court retains jurisdiction to enforce the terms of this Consent Judgment and resolve any disputes regarding any non-compliance with this Consent Judgment. The Parties agree that the laws of the District of Columbia govern the interpretation and enforcement of the terms of this Consent Judgment.

Consented to by:



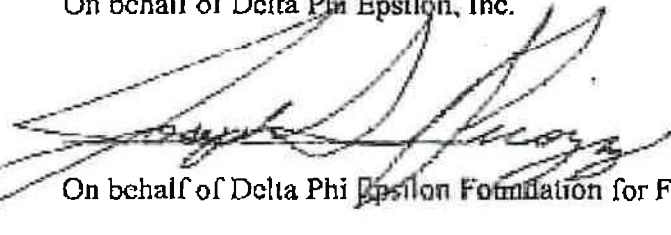
Attorney for the District of Columbia



Terrence Boyle



On behalf of Delta Phi Epsilon, Inc.



On behalf of Delta Phi Epsilon Foundation for Foreign Service Education

SO ORDERED this 30th day of November, 2023.



Judge Shana Frost Matini