IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA Civil Division

DISTRICT OF COLUMBIA,

Plaintiff,

v.

ROBYNN CHANDLER-MITCHELL,

Defendant.

Case No.: 2024-CAB-001351
Judge Maribeth Raffinan

Next Event: Status Hearing Date: May 21, 2025 at 12 p.m.

CONSENT JUDGMENT

This Consent Judgment (Judgment) is entered into between Plaintiff the District of Columbia (the District) and Defendant Robynn Chandler-Mitchell (Defendant Mrs. Chandler-Mitchell). The District and Mrs. Chandler-Mitchell (collectively, the Parties) agree to the entry of this order.

I. THE PARTIES

1. Plaintiff District of Columbia, a municipal corporation, is the local government for the territory constituting the permanent seat of the government of the United States. The District is represented by and through its chief legal officer, the Attorney General for the District of Columbia. The Attorney General has general charge and conduct of all legal business of the District and all suits initiated by and against the District and is responsible for upholding the public interest. D.C. Code § 1-301.81(a)(1). The Attorney General is specifically authorized to enforce the District's nonprofit laws, including the District of Columbia Nonprofit Corporation Act (NCA), D.C. Code § 29-401.01 *et seq*.

2. Defendant Mrs. Chandler-Mitchell is an individual who was a board member and officer (Treasurer) of the Parents Organized for the Power of Powell School (POPPS), a District of Columbia nonprofit organization.

II. PLAINTIFF'S ALLEGATIONS

3. In its Complaint, the District alleges that Defendant Mrs. Chandler-Mitchell misappropriated POPPS' nonprofit funds while serving as a board member and Treasurer for the nonprofit organization. This conduct violated the NCA's prohibition on private inurement, and the standards of conduct imposed on Directors and Officers, and POPPS' by-laws. The District also alleges that Defendant Mrs. Chandler-Mitchell breached her fiduciary duties owed to POPPS and was unjustly enriched by her conduct.

III. THE PARTIES' AGREEMENT

4. To resolve this case without further litigation, the Parties agree to settle this matter. The Parties voluntarily agree to the entry of this Judgment without adjudication of any outstanding questions of law or fact, remedies, or attorneys' fees, and as a full and final compromise settlement of all claims that the District brought or could have brought under the NCA based on the facts alleged in the Complaint filed in Case No. 2024-CAB-001351.

IV. INJUNCTIVE TERMS

- 5. Defendant Mrs. Chandler-Mitchell shall be permanently enjoined from serving as an officer or a director of any District of Columbia nonprofit corporation for the duration of her lifetime.
- 6. Defendant Mrs. Chandler-Mitchell shall not engage in any act in violation of the NCA.

V. MONETARY TERMS AND CONDITIONS

- 7. Defendant Mrs. Chandler-Mitchell agrees to entry of judgment against her and in favor of POPPS in the amount of \$17,084.84, plus applicable pre-and post-judgment interest. Payment of interest may be waived by the District upon satisfaction of the terms of paragraph 8.
- 8. Defendant Mrs. Chandler-Mitchell shall make complete repayment of \$17,084.84 to POPPS on the following schedule:
 - a. By June 5, 2025, Defendant Mrs. Chandler-Mitchell shall pay \$2,000 to POPPS.
 - b. By the 10th calendar day of each month thereafter, starting July 2025, Defendant Mrs. Chandler-Mitchell shall pay \$2,000 to POPPS, with a final payment of \$1,084.84, until she has repaid the full \$17,084.84 owed to POPPS. These payments shall be made pursuant to written instructions to be provided to Defendant Mrs. Chandler-Mitchell by the District.
 - c. Defendant Mrs. Chandler-Mitchell shall provide the District written notice (no later than five (5) days prior to a payment due date) if she has reason to believe she will be late or miss a monetary payment.
 - d. Defendant Mrs. Chandler-Mitchell may pay any amount sooner than due, without penalty.
 - e. The District agrees to waive pre- and post-judgment interest if Defendant Mrs. Chandler-Mitchell completes payment of the judgment amount of \$17,084.84 by December 31, 2025.
 - f. If Defendant Mrs. Chandler-Mitchell fails to complete repayment of the judgment amount of \$17,084.84 by December 31, 2025 or fails to make any individual payment on time, then the District may move to modify this Judgment to add pre-

and post-judgment interest at the rate of 5%, compounded annually and Defendant

Mrs. Chandler-Mitchell shall not object to or oppose the District in its motion.

9. Either Defendant Mrs. Chandler-Mitchell's failure to make the payments as

required under this Consent Judgment or her violation of any Injunctive Term of this Consent

Judgment will terminate the payment plan and obligate Defendant Mrs. Chandler-Mitchell to pay

the full judgment amount, and payment of the full judgment amount shall be immediately due.

10. The parties agree that the judgment against Defendant Mrs. Chandler-Mitchell shall

not be dischargeable in any bankruptcy proceeding filed by Defendant Mrs. Chandler-Mitchell.

VI. ADDITIONAL TERMS

11. This Judgment represents the full and complete terms of the Parties' Settlement.

12. This Judgment shall be considered effective and fully executed on the date that the

Court enters this Judgment. This Judgment may be executed in counterparts, and copies of

signature pages transmitted electronically shall have the same effect as originals of those signature

pages.

FOR THE DISTRICT OF COLUMBIA:

BRIAN L. SCHWALB

Attorney General for the District of Columbia

ADAM GITLIN

Chief, Antitrust and Nonprofit Enforcement Section

Public Advocacy Division

Dated:

May 16,2025

FOR THE DEFENDANT:

Robynn Chandler-Mitchell

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IT IS SO ORDERED, ADJUDGED AND DECREED.

June 4, 2025	mp
Dated	Judge Maribeth Raffinan