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April 22, 2026

Via Certified Mail & Electronic Mail

American-Arab Anti-Discrimination Committee

c/o Abed Ayoub, Executive Director/Registered Agent
910 17th Street NW, Suite 400
Washington, D.C. 20006
aayoub@adc.org

Board of Directors

American-Arab Anti-Discrimination Committee
910 17th Street NW, Suite 400
Washington, D.C. 20006

Dr. Safa Rifka, MD

Chair, Board of Directors for American-Arab Anti-Discrimination Committee
3049 Normanstone Terrace NW
Washington, D.C. 20008
chairman@adc.org

**Re: D.C. Code § 29-411.02 Formal Derivative Demand for Corrective Action
Governance Failures, Wrongful Removal, Document Destruction, and Notice of
Imminent Litigation**

Dr. Rifka and Members of the Board:

This letter is submitted on behalf of our client, Dr. Ed Hasan, a member and wrongfully removed Director of the American-Arab Anti-Discrimination Committee ("ADC" or "Organization"), a District of Columbia domestic nonprofit corporation.

Dr. Hasan was removed from the Board in direct retaliation for raising documented concerns (regarding harassment, governance failures, investigative conflicts, and a legally defective confidentiality agreement), which he is obligated to raise as part of the fiduciary duty owed by a director. His removal was procedurally void, substantively baseless, and retaliatory in nature.

As a threshold matter, the ADC is currently listed by the DCRA as "Active - Not in Good Standing," with its biennial report past due as of April 1, 2026 and not filed. This delinquency is itself a reflection of the governance failures detailed herein, and the Board's failure to maintain the Organization's good standing with the District is an independent breach of its fiduciary obligations

to the membership.

The record is quite clear. In early April 2026, Dr. Hasan raised serious concerns in writing. Days later, on April 19, 2026, he was removed "without cause" by the very chair whose conduct and governance decisions he had questioned. The timing alone speaks volumes. Combined with the Chair's subsequent instruction to destroy governing documents, the picture that emerges is one of an organization whose leadership is acting to protect itself from accountability rather than to serve the mission and membership of the ADC.

The ADC belongs to the Arab-American community it was built to serve. Dr. Hasan makes this demand in that spirit. The community deserves leadership that upholds the values the Organization publicly champions, and no director should have to choose between fulfilling his fiduciary duty and keeping his seat. The mistreatment of employees and the tolerance of a hostile work environment for women and staff are matters Dr. Hasan will not overlook regardless of the personal cost.

Dr. Hasan, an expert in Organizational Governance and Human Resources Strategy, demands that the Board take immediate corrective action. If it does not do so within ten (10) days of receipt of this letter, litigation will be filed in the Superior Court of the District of Columbia without further notice.

I. DR. HASAN'S REMOVAL WAS WRONGFUL AND RETALIATORY

A. The Sequence of Events Establishes Retaliation

Dr. Hasan was appointed to the ADC Board of Directors by Chair Rifka on or about December 1, 2025. *See Exhibit A.* From the outset, Dr. Hasan took his fiduciary responsibilities seriously. He documented concerns about

- 1) harassment and a hostile work environment involving board members. *See Exhibit B.*
- 2) the independence of an investigator unilaterally selected by Chair Rifka, without board authorization and without any disclosed vetting for conflicts. *See Exhibit C.*
- 3) serious legal deficiencies in the confidentiality agreement being pressured upon board members during an active investigation and refused to sign it. *See Exhibit D.*
- 4) board overreach into operations, the absence of governance procedures, unpaid vendors, and the lack of clearly defined roles between the Board and management. *See Exhibit E.*

All of these concerns were submitted to the Board and Chair Rifka in writing. The response from Chair Rifka was not engagement. ***It was removal.***

On March 31, 2026, Dr. Hasan sent a written email to the Board documenting concerns about board members mistreating employees. *See Exhibit F.* On April 3, 2026, rather than address those concerns directly, Chair Rifka appointed a board committee that included individuals implicated in the very conduct under review and hired an attorney without Board Approval. *See Exhibit C.* Dr. Hasan formally objected. On April 17, 2026, Dr. Hasan sent a detailed written

response identifying ongoing deficiencies in the confidentiality agreement and reiterating his concerns about the independence of the investigation. Chair Rifka attempted to reach Dr. Hasan by phone multiple times on April 17, 2026, while Dr. Hasan was unavailable. When Dr. Hasan returned the call that same day, Chair Rifka indicated he was unavailable and promised to follow up the next day. That follow-up did not occur.

On April 19, 2026 at 1:39 PM, Chair Rifka sent an email that, rather than address the substance of Dr. Hasan's concerns, characterized Dr. Hasan's tone as surprising and deflected responsibility for the governance failures that had been identified. That same evening, on April 19, 2026 at 9:21 PM, Chair Rifka sent a second email purporting to remove Dr. Hasan from the Board "effective immediately" and "without cause." *See Exhibit G.* The removal came directly on the heels of Dr. Hasan's most detailed written challenge to Chair Rifka's governance decisions. The causal connection between Dr. Hasan's protected activity and his removal could not be more apparent.

B. The Removal Is Procedurally Void

Dr. Hasan was provided a specific version of the bylaws, *Exhibit H*, at the time of his appointment in December 2025. That is the governing agreement he accepted. Under that version, pursuant to Section 4.08(c), a director may only be removed for cause, following written notice of specific grounds, a thirty-day opportunity to respond, a hearing before the Board, and an affirmative two-thirds vote of the Board present at a duly convened meeting. There is no "without cause" removal provision anywhere in that document, and Section 4.05(h), as it appears in the version provided to Dr. Hasan, confers no unilateral removal authority upon the Chair.

Chair Rifka now relies on Section 4.05(h) of the 2016 bylaws to justify the removal. *Exhibit I.* But Dr. Hasan was never provided that version, never notified of its adoption, and never given the opportunity to accept or serve under its terms. The Organization cannot hold a director to governance terms that were concealed from him.

More fundamentally, even if Section 4.05(h) confers some appointment and removal authority on the Chair, that provision cannot be read in isolation to override the detailed procedural protections set forth in Section 4.08(c), which governs the removal of directors and requires cause, written notice of specific grounds, a thirty-day response period, a hearing, and a two-thirds vote. Specific removal procedures control over general appointment authority, and Chair Rifka's purported exercise of a blanket "without cause" removal power is inconsistent with and superseded by the mandatory procedures of Section 4.08(c) under any operative version of the governing documents.

C. Chair Rifka Instructed the Destruction of Governing Documents

On April 20, 2026, the day after removing Dr. Hasan, Chair Rifka sent an email to Executive Director Abed Ayoub, who is also the Organization's registered agent on file with the DCRA, instructing him to "destroy your version of the altered bylaws." *See Exhibit K.* This directive was issued in the middle of an active dispute over which version of the bylaws is operative, a dispute directly relevant to the legality of Dr. Hasan's removal.

This instruction is not a minor governance misstep. It is a directive to destroy documents that are material to a reasonably anticipated legal proceeding. It undermines the integrity of the Organization, places the ADC at risk of serious legal consequences, and reflects the lengths to which Chair Rifka is apparently willing to go to prevent scrutiny of his decisions. It also confirms what the pattern of conduct already suggests: that the removal of Dr. Hasan was not a legitimate governance action but an effort to silence a director who was asking the right questions.

II. BROADER GOVERNANCE FAILURES

The circumstances surrounding Dr. Hasan's removal did not arise in a vacuum. They are the product of a governance environment that has been deteriorating under Chair Rifka's leadership, as documented in Dr. Hasan's written communications to the Board dating from March 31, 2026 through April 19, 2026, and in Dr. Hasan's governance memorandum to the Board dated April 8, 2026. *See Exhibit J.*

The ADC's status with the DCRA as "Active - Not in Good Standing," with its biennial report due April 1, 2026 and not filed, is consistent with and emblematic of this broader pattern of neglect. An organization that cannot meet its most basic statutory filing obligation is not an organization that has its governance house in order.

Multiple conflicting versions of the ADC bylaws are in circulation, including a 2011 version, the 2016 version, and a version reflecting amendments adopted in April 2022, with no centralized, authenticated, board-approved governing document distributed to the full Board. As of April 20, 2026, staff and the Executive Director acknowledged they had been operating under whichever version they had on file. This is a foundational governance failure that calls into question the validity of every action taken by the Board under disputed governing documents.

Chair Rifka unilaterally appointed, on April 1, 2026, an investigation committee that ***included individuals implicated in the very conduct under investigation.*** Only after Dr. Hasan formally objected was an external investigator engaged. Yet despite repeated requests from Dr. Hasan on April 17, 2026 and April 19, 2026, the Chair never disclosed whether that investigator had any prior relationship with any board member, leaving her independence unverified and the process tainted.

A legally deficient confidentiality agreement was circulated to all board members on April 14, 2026, with pressure to sign "ASAP." By April 17, 2026, Chair Rifka publicly noted that all board members except Dr. Hasan had signed, and again pressured Dr. Hasan to sign immediately, in the middle of an active investigation. The agreement contained no carve-out for legally protected disclosures, including whistleblower activity and regulatory cooperation, and released breaching parties from further obligation upon breach. From the timing of the request, it is clear that the confidentiality agreement is being used to protect the Board Members under investigation.

Serious legitimacy concerns exist concerning the Board. Board members are serving beyond their term limits. Elections have not been held regularly. Decisions are pre-determined through

informal communications outside of duly convened meetings, with formal board meetings serving as ratification ceremonies. Further, the ADC Executive Committee simultaneously governs ADC-RI, the affiliated 501(c)(3), with no structural separation and no independent oversight. Board members have also systematically interfered in operational matters belonging to the Executive Director, including approval of press releases, social media content, conference programming, website images, and seating arrangements. Prior complaints of sexual harassment involving board members were not properly addressed and that pattern has continued with the current investigations.

The Chair and the Board's conduct reflect a failure to uphold the most basic governance standards and fiduciary obligations owed to the Organization and its membership. Board members are required to act in good faith, exercise due care, and ensure compliance with the bylaws and applicable law. Yet the ADC operates with zero compliance or governance procedures in place, no governance policies of any kind, and no meaningful oversight structure.

This is not merely a governance gap. It is an active breach of the duties of care, loyalty, and obedience that every director accepted upon joining this Board. An organization whose leadership cannot meet these foundational obligations has no credible basis to remove a director who was trying to enforce them. These actions reflect a pattern of governance conducted for the benefit of those in control rather than in service of the Organization and its mission.

III. DEMANDS FOR CORRECTIVE ACTION

Dr. Hasan demands that the Board of Directors take the following corrective actions within ten (10) days of receipt of this letter:

1. ***Reinstate Dr. Hasan.*** The Board shall immediately rescind the purported removal of Dr. Hasan as void and retaliatory and reinstate him to his seat on the Board of Directors with full rights and privileges retroactive to the date of removal. Any future removal proceeding must comply in full with the procedural requirements of the ADC bylaws and applicable DC nonprofit law.
2. ***Issue an Immediate Litigation Hold.*** The Board shall immediately issue a written litigation hold to all board members, officers, staff, and agents directing preservation of all documents relevant to this dispute, including all versions of the bylaws, all board minutes and records of votes, all communications regarding bylaw amendments, and all communications relating to Dr. Hasan's appointment, removal, and the ongoing investigation. Chair Rifka's April 20, 2026 instruction to destroy bylaws documents must be rescinded in writing and confirmed to all recipients immediately.
3. ***Remove Chair Safa Rifka, MD.*** Chair Rifka has forfeited the moral and legal authority to lead this Organization. He removed a director on April 19, 2026 in direct retaliation for protected governance activity. He instructed the destruction of documents material to a live dispute on April 20, 2026. He unilaterally selected a conflicted investigation committee on April 1, 2026 without board authorization. He weaponized a legally deficient NDA on April 17, 2026 against the one board member willing to identify its

- flaws. The disinterested members of the Board shall convene and vote to remove Chair Rifka from his officer position. He shall recuse himself from that vote.
4. ***Reconstitution of the Board.*** In light of the systemic governance failures, the depth of the fiduciary breaches committed, and the retaliatory culture that has taken hold under current leadership, Dr. Hasan demands the resignation or removal of the entire current Board of Directors. Upon the Board's removal, the Executive Director shall appoint an interim Board of Directors to serve until a properly noticed election can be held at the next annual members' meeting. The interim Board shall be composed of individuals selected with meaningful input from Arab American community leaders and organizations, and shall reflect the diversity and values of the community the ADC exists to serve. No current member of the Board, no former member removed or resigned in connection with the matters described in this letter, and no affiliate, family member, business associate, or close personal associate of any such individual shall be eligible to serve on the interim Board. The interim Board's mandate shall be to stabilize the Organization, restore it to good standing with the DCRA, and conduct a free and fair election at the next annual members meeting in accordance with the ADC bylaws.
 5. ***Terminate Engagement of Nadia Bandukda, Esq.*** The Board shall immediately terminate Ms. Bandukda's engagement. The ADC's governance documents require that counsel possess demonstrated expertise in nonprofit governance, employment matters, and board disputes, and be free from conflicts of interest. The deficiencies in the confidentiality agreement circulated on April 14, 2026, which required multiple rounds of revision and still contained fundamental legal errors after a series of reviews, is evidence that the Organization is not receiving the quality of legal advice this situation demands. The Board shall engage qualified independent outside counsel with demonstrated expertise in DC nonprofit law.
 6. ***Engage a Truly Independent Investigator.*** The Interim Board shall engage a qualified, independent external investigative firm, with no prior relationship to any board member, selected through a transparent process by a two-thirds vote of disinterested board members, to investigate the harassment and hostile work environment complaints, the circumstances of Dr. Hasan's removal, the April 20, 2026 instruction to destroy governing documents, the handling of prior investigations, and other governance issues identified in this letter.
 7. ***Identify and Authenticate the Operative Bylaws.*** The Interim Board shall convene a formal meeting to identify the operative, board-approved version of the ADC bylaws, document the full history of adoption and amendment with supporting votes and minutes, and distribute an authenticated copy to all board members, officers, and staff.
 8. ***Restore the Organization to Good Standing.*** The Board shall immediately file the overdue 2026 biennial report with the DCRA and take all steps necessary to restore the ADC to good standing as a DC domestic nonprofit corporation. Failure to maintain good standing is an independent breach of the Board's fiduciary obligations to the membership

and the public the Organization serves.

9. ***Withdraw the Confidentiality Agreement.*** The Board shall withdraw the April 14, 2026 Confidentiality Agreement and shall not require any board member to operate under it until it has been independently reviewed by new experienced counsel, if at all.
10. ***Produce Records.*** The Board shall produce to Dr. Hasan within three (3) days: all versions of the bylaws currently or previously in circulation; all board meeting minutes for the past three years; the complete current board roster with terms, election dates, and appointment documentation; all Form 990 filings for the past three years; and all communications regarding bylaw amendments since 2015.

IV. FUTILITY AND NOTICE OF IMMINENT LITIGATION

The individuals responsible for the conduct described in this letter remain in control of the Organization. Chair Rifka demonstrated on April 19, 2026 his willingness to remove a director rather than answer legitimate governance questions, and on April 20, 2026 his willingness to instruct document destruction rather than face accountability. *See Exhibit K.* Under these circumstances, there is no reasonable basis to expect that the Board will voluntarily take corrective action without the compulsion of judicial oversight. As such, Dr. Hasan considers this demand futile and is prepared to take legal action.

Should the Board fail to take substantive corrective action within ten (10) days of receipt of this letter, Dr. Hasan will file suit in the Superior Court of the District of Columbia without further notice. This suit will *inter alia* seek a declaratory judgment that his removal was void and retaliatory, injunctive relief compelling reinstatement and corrective governance action, an accounting of organizational funds and transactions, removal of officers who have breached their fiduciary duties, and all other legal and equitable relief available. Attorney's fees and costs will be sought to the full extent permitted by law. Dr. Hasan reserves all rights.

A copy of this letter is being submitted to the Office of the Attorney General for the District of Columbia, Public Advocacy Division.

Thank you for your attention to this matter. Should you have any questions or concerns, Please do not hesitate to contact me at 571-459-2520 or fjz@petersenfirm.com.

Very truly yours,



Federico J. Zablah

Enclosures as stated

cc: Dr. Ed Hasan: ed@sumudpod.com

Letter to ADC re: Derivative Demand

April 22, 2026

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DC Office of the Attorney General, Antitrust and Nonprofit Enforcement Section, Public
Advocacy Division nonprofit@dc.gov oag@dc.gov

Dr. Doa'a Taha: doaa.taha@hotmail.com

Mr. Tawfiq Barqawi: barqawi@aol.com

Dr. Sam Hawatmeh: ihawatmeh01@aol.com

Dr. Souhail Toubia, MD: souhail@elevatumfarms.com

Mr. George Majeed Khoury: makhoury@aol.com

Denyse Sabagh: dsabagh@duanemorris.com

Mr. Abed Awad: awadabed2000@yahoo.com

Mr. Hani Khoury: hani@awadkhoury.com

Rick Shadyac: rshadyac@gmail.com

EXHIBIT A.



Ed Hasan <ed@sumudpod.com>

Welcome and appointment of a nominating committee

1 message

ADC Chairman <chairman@adc.org>

Mon, Dec 1, 2025 at 5:23 PM

To: "doaa.taha@hotmail.com" <doaa.taha@hotmail.com>, "barqawi@aol.com" <barqawi@aol.com>, Souhail Toubia <souhail@elevatumfarms.com>, "ihawatmeh01@aol.com" <ihawatmeh01@aol.com>, "awadabed2000@gmail.com" <awadabed2000@gmail.com>, Hani Khoury <hani@awadkhoury.com>, "makhoury@aol.com" <makhoury@aol.com>, DENYSE SABAGH <dsabagh@duanemorris.com>, "Ed@sumudpod.com" <Ed@sumudpod.com>
Cc: Abed Ayoub <aayoub@adc.org>, "srifka@comcast.net" <srifka@comcast.net>

Dear All

Please Join me in welcoming Dr Ed Hasan to our Board of directors. Dr Hasan is appointed for a 1-year tenure as of December 1,2025. His addition will have a positive impact on advancing ADC to serve our community.

Attached are the Board members names and their tenure.

We have 3 Board Members whose term expires this year, Abed, Hani and Isam.

Abed Ayoub has advertised soliciting nominations

I am appointing the secretary of the Board Doaa Taha to chair the committee with Tawfiq Barqawi and Souheil Toubia as members. All nominations will be directed to the nominating committee.

If any board Member want to nominate another please send an email to any member of the nominating committee.

The Board will meet on 12/27/25 to look at the recommendations of the nominating committee. I will send the due notice.

Best

Safa

Sent from my iPhone

 Board Members Terms as of 12125.pdf
219K

Board of Directors	Status	Term Expire
Abed Awad, Esq.	Elected	2025
Sam Hawatmeh	Elected	2025
George Majeed Khoury	Elected	2026
Safa Rifka, MD.	Elected	2027
Tawfiq Barqawi	Elected	2027
Doa'a Taha, PhD,	Elected	2027
Souhail Toubia, MD	Elected	2027
Dennys Sabagh	Elected	2026
Hani Khoury	Elected	2025
Ed Hasan	Appointed	2026

EXHIBIT B.



Ed Hasan <ed@sumudpod.com>

Formal Complaint Regarding Workplace Environment and Conduct

1 message

Suehaila Amen <amen@adc.org>

Fri, Apr 3, 2026 at 2:34 PM

To: "doaa.taha@hotmail.com" <doaa.taha@hotmail.com>, "ed@sumudpod.com" <ed@sumudpod.com>, ADC Chairman <chairman@adc.org>, "dsabagh@duanemorris.com" <dsabagh@duanemorris.com>, "souhail@elevatumfarms.com" <souhail@elevatumfarms.com>, Hani Khoury <hani@awadkhoury.com>, "ihawatmeh01@aol.com" <ihawatmeh01@aol.com>, "awadabed2000@yahoo.com" <awadabed2000@yahoo.com>, George Majeed Khoury <makhoury@aol.com>, Abed Ayoub <aayoub@adc.org>

April 3, 2026

ADC Board of Directors
American-Arab Anti-Discrimination Committee (ADC)
910 17th Street, NW
Suite 400
Washington, D.C. 20006

Subject: Formal Complaint Regarding Workplace Environment and Conduct

Dear Members of the Board:

I am writing to formally file a complaint regarding my experience in this role and the conditions under which I am expected to operate.

In the absence of a formal Human Resources function or established complaint process, I am submitting this in writing to ensure proper documentation and review. Accordingly, this complaint is being directed to the Board rather than to Mr. Abed Ayoub, as he is not empowered to address matters of this nature, particularly those involving board member conduct.

Since stepping into this position, I have approached the work with a clear commitment to the mission and to rebuilding trust across communities. The structure, communication, and decision-making processes currently in place have limited my ability to execute effectively.

My role requires building relationships, expanding engagement, and developing a stronger national presence. I have not been consistently included in conversations, planning, or decisions that directly impact these responsibilities. This has created inefficiencies, limited coordination, and constrained execution.

By way of example, there was an effort related to Tampa where I had existing relationships and relevant context. I was not included in discussions or planning. The initiative did not progress and ultimately ended before it meaningfully began. This reflects a broader pattern in which I am not included in conversations with board members regarding offices, committees, or the development and structure of chapters, despite these areas falling within my scope. The lack of inclusion directly affects outcomes and organizational effectiveness.

During the ArabCon 2025 Gala on September 27, 2025, I experienced a direct and public incident with board member Mr. Tawfiq Barqawi. While seating VIP guests at the head table, I escorted him to his assigned seat at a VIP table directly in front of the stage, where he was to be seated across from an affluent business leader from Chicago who was sponsoring the organization for the first time.

I have over 20 years of experience producing large-scale events, galas, and conferences. It is standard practice to seat board members and leadership strategically among VIP guests and prospective donors to support engagement and relationship-building.

While seated with this new donor and his spouse, Mr. Barqawi addressed me in an overtly aggressive, hostile, and confrontational manner regarding his seating assignment. Without warning, he snatched up his nameplate and threw it toward me with visible anger, stating that I had no authority to seat him and that he would “sit wherever the hell he wanted.”

His tone was not only dismissive—it was sharp, elevated, and laced with contempt. He continued, insisting he would override the event plan entirely and sit with the chairman and his wife, making it clear he had no regard for the structure or for my role in executing it.

I explained that the seating arrangement was intentional and designed to support engagement with donors. This was dismissed. His tone escalated and he asserted that he would determine his own placement.

This interaction occurred in front of a new and prospective donor, as well as staff and attendees. The conduct undermined the professionalism of the event and the organization’s credibility in a donor-facing setting.

The behavior—publicly raising his voice, throwing the nameplate, and refusing to engage professionally—was inappropriate. The setting and manner of the interaction were professionally undermining and personally distressing. I felt disrespected, humiliated, and unsafe.

The incident occurred while my role was being recognized that evening, and while I was actively managing VIP guest seating and ensuring guests were properly received and situated, in full view of colleagues and attendees.

This incident reflects a broader pattern of conduct that disregards staff roles, disrupts operations, and contributes to a hostile working environment.

At the time, I did not file a complaint due to concern about potential retaliation and the impact on my position. I am filing now following encouragement from community members and trusted advisors to formally document this experience.

In addition, through ongoing outreach, I have received consistent feedback from community members across multiple regions regarding lack of trust tied to past experiences with the organization.

I am responsible for engagement and relationship-building, yet I am often placed in a position where I must represent the organization without sufficient internal alignment or support.

The current operating environment lacks the structure and coordination necessary to support execution. Expectations are not consistently aligned with access to information or decision-making.

I am also stating clearly that I have concerns regarding potential retaliation for filing this complaint. Additionally, I do not feel safe engaging in direct communication with board member Tawfiq Barqawi following the incident described above.

Any interaction with him has the potential to escalate in a manner that is unprofessional and distressing, and I am requesting that any necessary communication involving him be handled through appropriate channels. This concern is based on the structure and dynamics within the organization and has contributed to the delay in formally documenting these issues.

This complaint is submitted to ensure accountability, clarity, and a professional working environment that supports the organization’s objectives.

I am available to discuss this further and to support any review process as needed.

Sincerely,

Suehaila Amen
National Organizing Director
American-Arab Anti-Discrimination Committee (ADC)

Ms. Suehaila Amen
National Organizing Director
American-Arab Anti-Discrimination Committee (ADC)
ph: 313-888-5534

CEO, Suehaila Amen LLC
Consultant, Public Speaker, Educator

EXHIBIT C.



Ed Hasan <ed@sumudpod.com>

DOCUMENTS

1 message

ADC Chairman <chairman@adc.org>

Mon, Apr 6, 2026 at 4:32 PM

To: "doaa.taha@hotmail.com" <doaa.taha@hotmail.com>, "ihawatmeh01@aol.com" <ihawatmeh01@aol.com>, "barqawi@aol.com" <barqawi@aol.com>, Souhail Toubia <souhail@elevatumfarms.com>, "Makhoury@aol.com" <makhoury@aol.com>, DENYSE SABAGH <dsabagh@duanemorris.com>, Abed Awad <awadabed2000@yahoo.com>, Hani Khoury <hani@awadkhoury.com>, Ed Hasan <Ed@sumudpod.com>, Rick Shadyac <rshadyac@gmail.com>

Dear Board Members

In response to the string of emails from March 27 ,2026 till today (attached)

I think it is best to ask an independent and external investigator to maintain neutrality and confidentiality on the allegation by the employees, and she will be reaching out to whomever is necessary to complete the job. . Ms. Nadia Bandukda esq has been engaged to perform the task.

Attached are

- Contract with Ms. Bandukda esq
- Directive from the Chair to all Board Members and copy to Executive Director
- Confidentiality agreement to be signed by Board Members ASAP and scan back to me ...I gave to Abed to send with DocuSign for ease of completion but has not happened
- String of emails from March 27, 2026, till the present

Safa

4 attachments

**Contract with Nadia Bandukda ESQ.pdf**

374K

**BOD_Conf_Agreement[1].docx**

27K

**ADC Board Directive[1][2].docx**

17K

**COMPLAINTS and EMAILS .docx**

28K

American-Arab Anti-Discrimination Committee (ADC)

Board Governance Directive and Communication Policy

The American-Arab Anti-Discrimination Committee (“ADC”) is committed to maintaining clear governance, accountability, and effective leadership between its National Board and staff.

1. Board–Staff Communication Protocol

Members of the ADC National Board shall not initiate or engage in direct communication with ADC staff, contactors, and vendors, including the executive Director. All communication between the Board and ADC staff shall be conducted exclusively through the Chair of the Board.

The Chair shall serve as the sole liaison between the National Board and the Executive Director.

Additionally, ADC staff members shall not initiate or engage in direct communication with individual Board members.

2. Authorized Exceptions

The Chair may, at his/her sole discretion, authorize specific Board members to communicate directly with ADC staff for defined purposes.

- Any such authorization must be explicitly granted in advance by the Chair.
- All authorized communications must be promptly reported back to the Chair.

3. Requests to Staff

All requests directed to ADC staff by Board members must be submitted through the Chair. The Chair will determine whether such requests warrant communication with staff and will coordinate accordingly.

4. Enforcement

Failure to comply with this directive undermines ADC’s governance structure and will be subject to enforcement actions:

- **Board Members:** Violations may result in removal from the National Board.
- **ADC Staff:** Violations may result in disciplinary action, up to and including termination of employment.

COMPLAINTS

From: "Abed A. Ayoub, Esq. " aayoub@adc.org

Date: Saturday, April 4, 2026 at 1:43 AM

To: ADC Chairman chairman@adc.org

Cc: Rick Shadyac rshadyac@gmail.com

Subject: Thank You/Follow-Up

Good evening, Dr. Safa and Rick,

Thank you for taking time to connect earlier this morning. Rick, I hope your son is doing better, sending our best.

I want to reemphasize the seriousness of an issue I raised during the call. The actions of Tawfiq and Abed dating back to last year have been harmful to me individually and damaging to our efforts at the organization. Particularly around their relationship/communication with Mo Maraqa, our old fundraiser, is the core of the problem here. During that tenure many things were said which undermined my ability to lead and weakened my authority with staff.

The most damaging of this ordeal is this belief that I am not good at managing and blaming me for things out of my control. In fact, I decided to write this email because I anticipate that somehow the blame for the email sent earlier by Suhaila will fall on me as E.D.

Let me be clear: I fundamentally reject the notion that there is a management issue. This is a lie planted by Mo and used to attack me because there was nothing else to attack. I've entertained the comments, but it is getting to a level that is distorted from reality. Under my tenure as Executive Director we strengthened this organization, financially, operationally, and programmatically. What we have accomplished does not happen with bad management.

The structural shortcomings we face are inherited, and we are actively addressing them. On numerous occasions I heard from others outside the organization about the lack of confidence from the board in my abilities, the search for a President to replace me, and so much more. I heard Abed Awad call the operation chaos, and was told that he does not want me in this position and others on the board agree with him.

In Florida, and with our Chapters, Tawfiq pushed us to abandon our strategic approach, and that led to a debacle, and loss of 200K. The insistence of sticking to an old school way of organizing Chapters is very frustrating and holding us back. On numerous occasions over the past two years, I would receive calls from Tawfiq and almost instantly know that he was in communication with one of our staff members. He regularly gives air and space to baseless comments targeting me, and would tell me that he's the only reason I am still on board as E.D.

For a moment put yourself in my position.

There needs to be an immediate reset, and I am glad we are making it happen. Governance and management are not interchangeable. Board members should not be directing staff, engaging in operational decision-making, or creating parallel lines of authority. If there are

concerns, they should be raised directly and addressed through proper channels. I am glad that you are proposing board resolution language to implement this.

I am confident that we will get the right procedures in place, and I will be able to manage staff and make operational decisions without interference. My concern is on a personal level. If any board member does not have faith in my ability to lead, or is questioning my skills set at this point, then there needs to be a conversation. I need to work with Board Members who are partners and share the same vision and trust.

I cannot effectively lead with board members who force us to fight internally and externally. No Executive Director can. If this continues, the damage will extend beyond internal issues and will materially impact the organization's ability to function.

I am confident we can correct course, but it is going to require drastic action on your part as a board.

Best,
Abed

Abed A. Ayoub, Esq.
National Executive Director
American-Arab Anti-Discrimination Committee (ADC)
910 17th Street NW, Suite 1000
Washington, D.C. 20006
Phone: 202-244-2990
Truly Arab, Fully American.

Barred in the state of Michigan and District of Columbia

From: Suehaila Amen amen@adc.org

Date: Friday, April 3, 2026 at 2:34 PM

To: Doaa Taha doaa.taha@hotmail.com, ed@sumudpod.com ed@sumudpod.com, ADC Chairman chairman@adc.org, DENYSE SABAGH dsabagh@duanemorris.com, souhail@elevatumfarms.com souhail@elevatumfarms.com, Hani Khoury hani@awadkhoury.com, 'Sam Hawatmeh' ihawatmeh01@aol.com, Abed Awad awadabed2000@yahoo.com, Makhoury@aol.com makhoury@aol.com, "Abed A. Ayoub,

Esq. " aayoub@adc.org

Subject: Formal Complaint Regarding Workplace Environment and Conduct

April 3, 2026

ADC Board of Directors
American-Arab Anti-Discrimination Committee (ADC)
910 17th Street, NW
Suite 400
Washington, D.C. 20006

Subject: Formal Complaint Regarding Workplace Environment and Conduct

Dear Members of the Board:

I am writing to formally file a complaint regarding my experience in this role and the conditions under which I am expected to operate.

In the absence of a formal Human Resources function or established complaint process, I am submitting this in writing to ensure proper documentation and review. Accordingly, this complaint is being directed to the Board rather than to Mr. Abed Ayoub, as he is not empowered to address matters of this nature, particularly those involving board member conduct.

Since stepping into this position, I have approached the work with a clear commitment to the mission and to rebuilding trust across communities. The structure, communication, and decision-making processes currently in place have limited my ability to execute effectively.

My role requires building relationships, expanding engagement, and developing a stronger national presence. I have not been consistently included in conversations, planning, or decisions that directly impact these responsibilities. This has created inefficiencies, limited coordination, and constrained execution.

By way of example, there was an effort related to Tampa where I had existing relationships and relevant context. I was not included in discussions or planning. The initiative did not progress and ultimately ended before it meaningfully began. This reflects a broader pattern in which I am not included in conversations with board members regarding offices, committees, or the development and structure of chapters, despite these areas falling within my scope. The lack of inclusion directly affects outcomes and organizational effectiveness.

During the ArabCon 2025 Gala on September 27, 2025, I experienced a direct and public incident with board member Mr. Tawfiq Barqawi. While seating VIP guests at the head table, I escorted him to his assigned seat at a VIP table directly in front of the stage, where he was to be seated across from an affluent business leader from Chicago who was sponsoring the organization for the first time.

I have over 20 years of experience producing large-scale events, galas, and conferences. It is standard practice to seat board members and leadership strategically among VIP guests and prospective donors to support engagement and relationship-building.

While seated with this new donor and his spouse, Mr. Barqawi addressed me in an overtly aggressive, hostile, and confrontational manner regarding his seating assignment. Without warning, he snatched up his nameplate and threw it toward me with visible anger, stating that I had no authority to seat him and that he would “sit wherever the hell he wanted.” His tone was not only dismissive—it was sharp, elevated, and laced with contempt. He continued, insisting he would override the event plan entirely and sit with the chairman and his wife, making it clear he had no regard for the structure or for my role in executing it. I explained that the seating arrangement was intentional and designed to support engagement with donors. This was dismissed. His tone escalated and he asserted that he would determine his own placement.

This interaction occurred in front of a new and prospective donor, as well as staff and attendees. The conduct undermined the professionalism of the event and the organization’s credibility in a donor-facing setting.

The behavior—publicly raising his voice, throwing the nameplate, and refusing to engage professionally—was inappropriate. The setting and manner of the interaction were professionally undermining and personally distressing. I felt disrespected, humiliated, and unsafe.

The incident occurred while my role was being recognized that evening, and while I was actively managing VIP guest seating and ensuring guests were properly received and situated, in full view of colleagues and attendees.

This incident reflects a broader pattern of conduct that disregards staff roles, disrupts operations, and contributes to a hostile working environment.

At the time, I did not file a complaint due to concern about potential retaliation and the impact on my position. I am filing now following encouragement from community members and trusted advisors to formally document this experience.

In addition, through ongoing outreach, I have received consistent feedback from community members across multiple regions regarding lack of trust tied to past experiences with the organization.

I am responsible for engagement and relationship-building, yet I am often placed in a position where I must represent the organization without sufficient internal alignment or support.

The current operating environment lacks the structure and coordination necessary to support execution. Expectations are not consistently aligned with access to information or decision-making.

I am also stating clearly that I have concerns regarding potential retaliation for filing this complaint. Additionally, I do not feel safe engaging in direct communication with board member Tawfiq Barqawi following the incident described above.

Any interaction with him has the potential to escalate in a manner that is unprofessional and distressing, and I am requesting that any necessary communication involving him be handled through appropriate channels. This concern is based on the structure and dynamics within the organization and has contributed to the delay in formally documenting these issues.

This complaint is submitted to ensure accountability, clarity, and a professional working environment that supports the organization’s objectives.

I am available to discuss this further and to support any review process as needed.
Sincerely,

Suehaila Amen
National Organizing Director
American-Arab Anti-Discrimination Committee (ADC)

Ms. Suehaila Amen
National Organizing Director
American-Arab Anti-Discrimination Committee (ADC)
ph: 313-888-5534

CEO, Suehaila Amen LLC
Consultant, Public Speaker, Educator

BOARD MEMBERS COMMUNICATIONS

From: 'Sam Hawatmeh' ihawatmeh01@aol.com
Date: Thursday, April 2, 2026 at 7:47 PM
To: Abed Awad awadabed2000@yahoo.com
Cc: Ed Hasan ed@sumudpod.com, ADC Chairman chairman@adc.org, Hani Khoury hani@awadkhoury.com, Rick Shadyac rshadyac@gmail.com, Doaa Taha doaa.taha@hotmail.com, Tawfiq Barqawi barqawi@aol.com, Souhail Toubia souhail@elevatumfarms.com, Makhoury@aol.com makhoury@aol.com, DENYSE SABAGH dsabagh@duanemorris.com
Subject: Re: Issues

I have heard no problem over the years with management and the board. I don't understand. Where is the issue there therefore, I agree with Hani I see there's no reason for a third-party that involve yet
Sam Hawatmeh

From: Ed Hasan ed@sumudpod.com
Date: Thursday, April 2, 2026 at 4:45 PM
To: Hani Khoury hani@awadkhoury.com
Cc: ADC Chairman chairman@adc.org, Rick Shadyac rshadyac@gmail.com, Doaa Taha doaa.taha@hotmail.com, Tawfiq Barqawi barqawi@aol.com, 'Sam Hawatmeh'

ihawatmeh01@aol.com, Souhail Toubia souhail@elevatumfarms.com, Makhoury@aol.com, DENYSE SABAGH dsabagh@duanemorris.com, Abed Awad awadabed2000@yahoo.com

Subject: Re: Issues

With respect, Hani, the comment regarding close relationships among board members is not an assumption or an opinion. It is a demonstrable fact. This board has been together for a long time, and many members are close, something that has been brought to my attention by current and former staff, as well as members of the community.

The assumption on your part that I implied anyone would not take their role seriously is categorically incorrect. What I am raising is a structural concern. Any impartial party would recognize that a board assessing itself presents inherent challenges to objectivity.

Let me reiterate the concerns that have been raised; this is not an exhaustive list:

- Board operational overreach
- Undermining and circumvention of the Executive Director
- Hostile and inappropriate treatment of staff, including a reported incident in which a male board member screamed at a female employee in front of donors, which may have been caught on camera

Given the seriousness of these concerns, the appropriate next step is for Safa and me to meet in person to discuss them directly and determine a responsible path forward to protect the integrity of the rest of the board.

-Ed

From: Abed Awad awadabed2000@yahoo.com

Reply-To: Abed Awad awadabed2000@yahoo.com

Date: Thursday, April 2, 2026 at 4:12 PM

To: Ed Hasan ed@sumudpod.com, ADC Chairman chairman@adc.org, Hani Khoury hani@awadkhoury.com

Cc: Rick Shadyac rshadyac@gmail.com, Doaa Taha doaa.taha@hotmail.com, Tawfiq Barqawi barqawi@aol.com, 'Sam Hawatmeh' ihawatmeh01@aol.com, Souhail Toubia souhail@elevatumfarms.com, Makhoury@aol.com, DENYSE SABAGH dsabagh@duanemorris.com

Subject: Re: Issues

Salaams to all,

I agree with Hani. We need to meet with Ed to understand what he has heard and, based on that, recommend the next steps.

Regards,
Abed Awad, Esq.
Awad & Khoury LLP
777 Terrace Ave., Ste. 303
Hasbrouck Heights, NJ 07604 Office: 201-462-9500
Fax: 201-462-9501 Email: awad@awadkhoury.com

From: Hani K hani@awadkhoury.com
Date: Thursday, April 2, 2026 at 4:04 PM
To: Ed Hasan ed@sumudpod.com, ADC Chairman chairman@adc.org
Cc: Rick Shadyac rshadyac@gmail.com, Doaa Taha doaa.taha@hotmail.com, Tawfiq Barqawi barqawi@aol.com, 'Sam Hawatmeh' ihawatmeh01@aol.com, Souhail Toubia souhail@elevatumfarms.com, Makhoury@aol.com makhoury@aol.com, DENYSE SABAGH dsabagh@duanemorris.com, Abed Awad awadabed2000@yahoo.com
Subject: RE: Issues

Ed, and to the members of the board, if I may add to this conversation.

From my understanding, the purpose of this meeting, as it is not a committee, but rather a meeting, is to get together with you to find out more about what it is you have heard and to listen to your concerns. I, for one, have not heard about any of the issues that you have raised and am very concerned about them. I definitely want to know more about this, but feel that the proper procedure would be to speak with you first as you were the one to hear these complaints. I think that after we meet with you, we would formulate what are the next steps to take in order to remedy and correct these issues. We need to internally discuss this before making a decision to bring in any outside, independent auditors/investigators. It may be something that can be resolved without taking such action, but we don't know, as we are not sure about the specifics of these issues. We are not conducting an investigation, but finding out what is being said. So, I feel it would be best to meet and discuss what it is you have heard, so we can make a recommendation to the board on the best way to proceed. Of course, any formal action should be approved by the board.

Also, I question your comment regarding the close relationships among board members as it appears that you are assuming any one of the board would not take their responsibilities seriously due to a close relationship. We are all committed to ADC and I am sure I speak for everyone on the board, that we take our roles very seriously. If it turns out that there are allegations against any one of us, that person would be conflicted out of any participation

in an audit/review relating to their conduct and the rest of the board would make sure to adhere to that. We are all on the same team and we are all committed to making ADC stronger and keeping it around for decades to come.

We want to get to the bottom of the issues that you have raised and I think that having this meeting is the best place to start.

Thanks

Hani

Hani Khoury, Esq.
Awad & Khoury, LLP
Attorneys at Law
777 Terrace Avenue
Suite 303
Hasbrouck Heights, NJ 07604
(201) 462-9500 (t)
(201) 462-9501 (f)

From: Ed Hasan ed@sumudpod.com

Date: Wednesday, April 1, 2026 at 8:45 PM

To: ADC Chairman chairman@adc.org

Cc: Rick Shadyac rshadyac@gmail.com, Doaa Taha doaa.taha@hotmail.com, Tawfiq Barqawi barqawi@aol.com, 'Sam Hawatmeh' ihawatmeh01@aol.com, Souhail Toubia souhail@elevatumfarms.com, Makhoury@aol.com makhoury@aol.com, DENYSE SABAGH dsabagh@duanemorris.com, Hani Khoury hani@awadkhoury.com, Abed Awad awadabed2000@yahoo.com

Subject: Re: Issues

Thank you. I'd like to better understand the purpose of this committee. Is it intended to conduct an investigation, or to identify an independent party to carry out the analysis? I ask because the idea of the board investigating itself—or staff—raises concerns regarding objectivity and process. I also have concerns about the current composition of the committee, as close relationships among board members may create the appearance of limited independence.

I would recommend engaging an independent third party to ensure a thorough and unbiased review of all matters, and treating this no differently than a financial or accounting audit. If our intention is to sincerely improve ADC financially, operationally, and culturally, then this must be handled with rigor and care.

I am happy to chat about this: 571-262-1435

From: ADC Chairman chairman@adc.org
Date: Wednesday, April 1, 2026 at 7:59 PM
To: Ed Hasan Ed@sumudpod.com
Cc: Rick Shadyac rshadyac@gmail.com, Doaa Taha doaa.taha@hotmail.com, Tawfiq Barqawi barqawi@aol.com, 'Sam Hawatmeh' ihawatmeh01@aol.com, Souhail Toubia souhail@elevatumfarms.com, Makhoury@aol.com makhoury@aol.com, DENYSE SABAGH dsabagh@duanemorris.com, Hani Khoury hani@awadkhoury.com, Abed Awad awadabed2000@yahoo.com
Subject: Issues

Thank you Ed for bringing this to our attention . While I do not have any complaints regarding the issues that you mention below however these issues are very important and must be addressed.

There may be a conflation between the Board and the Executive Director. We must meet to flush out and decide on the next steps. As you know, you and a few other Board members are currently working to sort out governance and operational responsibilities and to establish procedures and accountability benchmarks for the Executive Director and the staff.

I appoint Abed Awad (coordinator) Rick, Ed, Hani, and Tawfiq to meet and discuss Ed's email and report back to the Board.

Thanks
Safa

From: Ed Hasan ed@sumudpod.com
Date: Tuesday, March 31, 2026 at 1:46 PM
To: Rick Shadyac rshadyac@gmail.com
Cc: ADC Chairman chairman@adc.org, Doaa Taha doaa.taha@hotmail.com, Tawfiq Barqawi barqawi@aol.com, 'Sam Hawatmeh' ihawatmeh01@aol.com, Souhail Toubia souhail@elevatumfarms.com, Makhoury@aol.com makhoury@aol.com, DENYSE SABAGH dsabagh@duanemorris.com, Hani Khoury hani@awadkhoury.com, Abed Awad awadabed2000@yahoo.com, "Abed A. Ayoub, Esq. " aayoub@adc.org
Subject: Re: REMINDER / ADDITIONAL BOARD MEETING Saturday March 28, 2026 at 1 PM EST

Hi everyone,

I would like to formally request a conversation regarding the board's role in relation to governance and operational responsibility. I have been hearing concerning feedback from various individuals within ADC, including expressions of fear of retaliation, reports of hostile and unfair treatment by the board, and broader concerns from members of our community about how the organization is currently functioning.

As a board member, I have a responsibility to protect the organization, and it is imperative that we raise this issue before it becomes beyond our control.

I believe it would be valuable for us to discuss these issues openly and ensure we are aligned in our roles and responsibilities moving forward.

-Ed Hasan

From: ADC Chairman chairman@adc.org
Date: Monday, March 30, 2026 at 2:38 PM
To: "Abed A. Ayoub, Esq. " aayoub@adc.org
Cc: Tawfiq Barqawi barqawi@aol.com
Subject: Re: 2026 First Q report from Suheila

I am available this week....my understanding is that she is hired to establish chapters....none is done after 5 months....unless if her job description has changed
Safa
Sent from my iPad

On Mar 30, 2026, at 2:28 PM, Abed Ayoub aayoub@adc.org wrote:
Dr. Safa,

Thank you. Let's discuss at a time good for you. I am coordinating her events, organizing, with our policy and legal work This is a part of the reason of why we were successful in Wisconsin.

The events are just one phase and play a role. Let me know what works for you.

-abed

Sent from my iPhone

On Mar 30, 2026, at 1:50 PM, ADC Chairman chairman@adc.org wrote:
Hi Abed

Attached is the report from Suheila for the 1stQ 2026 with my edits. A lot of activities but NO CHAPTERS...She has been on Board since November 2025 and the only accomplishment is the Austin Chapter which existed before she was hired .

It is your Job to ask for reports and evaluate performance....so far this is 5 months with no chapter yield. Perhaps we should evaluate

Safa

From: ADC Chairman chairman@adc.org

Date: Thursday, March 26, 2026 at 1:57 PM

To: Doaa Taha doaa.taha@hotmail.com, Tawfiq Barqawi barqawi@aol.com, 'Sam Hawatmeh' ihawatmeh01@aol.com, Souhail Toubia souhail@elevatumfarms.com, Makhoury@aol.com makhoury@aol.com, DENYSE SABAGH dsabagh@duanemorris.com, Hani Khoury hani@awadkhoury.com, Abed Awad awadabed2000@yahoo.com, Rick Shadyac rshadyac@gmail.com, Ed Hasan Ed@sumudpod.com

Cc: "Abed A. Ayoub, Esq. " aayoub@adc.org

Subject: POSTPONED/ ADDITIONAL BOARD MEETING Saturday March 28, 2026 at 1 PM EST

Dear All

Today Rick ,Ed , I , Abed and Nabil met at the ADC office with ADC CPA and lawyer. It looks like we have several unfinished items that need finalization so the Board can act on. **Thus the meeting on March 28, 2026 is postponed.** I will reschedule a Board meeting when the material are ready for discussion and approval

Thanks

Safa

CONFIDENTIALITY AGREEMENT

This confidentiality Agreement is hereby made and entered into as of the day of two thousand and by and between the American-Arab Anti-Discrimination Committee (“Organization”) and _____ (“Board Member”).

AGREEMENT

Organization wishes to protect its confidential information. Board Member and Organization are entering into this Confidentiality Agreement (“Agreement”) to provide such protection to the Organization upon the terms and conditions set forth in this Agreement. In consideration of the foregoing and the mutual agreements herein contained the Parties agree as follows.

FIDUCIARY DUTY

Directors of not-for-profit organizations are required to discharge their duties in accordance with the following basic fiduciary duties. These duties are explained in detail in the attached addendum.

- **Duty of care:** Act in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances;
- **Duty of loyalty:** Act in good faith in a manner the director reasonably believes to be in the best interests of the organization; and
- **Duty of obedience:** Act within the organization’s purposes and ensure that the mission is pursued.

Any breach of the terms set below, and within this agreement, is considered a breach of the Board Members Fiduciary Duty to the organization. Organization preserves the right to seek a remedy, including damages, for any such breach of fiduciary duty.

ARTICLE 1. DEFINITIONS

Confidential Information shall mean, but is not limited to, plans, processes, reports, financials, business or strategic plans, compensation, donor lists and donors, client lists and clients (including, but not limited to, clients or donors of the Organization who Board Member calls or with whom Board Member became acquainted with during the term of service) and any information relating or belonging to Organization’s clients, donors, customers, and any other third-party individuals Organization transacts with whether furnished before or after the date hereof, oral or written, and regardless of the form of communication or the manner in which it is furnished.

Organization Records shall mean any document or record concerning the business and affairs of the Organization.

Party shall mean Organization or Board Member and **Parties** shall mean both Organization and Board Member.

Representative shall mean any person, such person's affiliates and its and their directors, shareholders, partners, members, officers, Board Members, consultants, independent contractors, agents, advisors (including, without limitation, financial advisors, counsel and accountants) and controlling person.

ARTICLE 2. CONFIDENTIALITY

Board Member acknowledges that the provision of services, goods and resources to those economically or traditionally disadvantaged largely depends upon the public's trust (herein the "Mission"). Any direct or indirect disclosure of Confidential Information to anyone outside of the Organization would threaten the Mission and operations of Organization, cause the public to lose trust in the Organization, and would do damage, monetary or otherwise, to the Organizations Mission. Board Member's tenure with the Organization has or will expose Board Member to Confidential Information. Board Member expressly acknowledges the status of the Confidential Information and that the Confidential Information constitutes a protectable interest of the Organization.

For the purposes of this Agreement, Confidential Information shall not include information that is:

- a. readily available to the public in the same or an equally useable form as that maintained by Organization;
- b. has been lawfully received from an independent third party without any restriction and without any obligation of confidentiality; or
- c. has been independently developed without access to or knowledge or use of the Confidential Information.

ARTICLE 3. MAINTAINING CONFIDENTIALITY

Board Member shall not divulge, disclose, provide or disseminate, in any manner to any person or entity at any time, the Confidential Information described in Article 2 of this Agreement, Confidential Information which may affect the Mission of Organization or matters relating to the Mission of Organization without Organization's express consent in writing. Board Member agrees to maintain security measures to safeguard the Confidential Information.

Pursuant to such maintenance, Board Member shall: (i) attempt in every reasonable way to prevent intentional or unintentional unauthorized use or disclosure of Confidential Information and Organization Records; (ii) promptly notify the Organization of an unauthorized use, copying or disclosure of Confidential Information or Organization Records; and (iii) assist the Organization

in every reasonable way to retrieve wrongfully disclosed Confidential Information, or Organization Records, and/or terminate unauthorized use or disclosure.

Moreover, Board Member shall adhere to following measures to comply with their confidentiality obligations herein:

(a) Take reasonable steps to maintain the secrecy of Confidential Information, including, but not limited to, maintaining the physical security of Confidential Information by using locked drawers, computer passwords and marking documents as “Confidential.”

(b) Refrain from discussing Organization’s Mission or its donors with anyone other than personnel or Representatives within Organization.

(c) Refrain from discussing the business of Organization or its donors in public places or common areas.

(d) Take reasonable efforts to avoid inadvertent disclosure caused by things including, but not limited to, open doors, speaker phones, etc.; and

(e) When destroying Organization Records or documents containing Confidential Information, take the appropriate steps to ensure that such destruction is done properly.

ARTICLE 4. USE OF CONFIDENTIAL INFORMATION

Board Member may use Confidential Information, and Organization Records, to the extent necessary to perform their authorized duties. Notwithstanding the foregoing, Board Member shall not use Confidential Information, or any Organization Record, for any purpose not permitted herein without the prior written authorization of the Executive Board. Board Member agrees not to use Confidential Information in any way which would be harmful to Organization.

ARTICLE 5. DISCLOSURE OF CONFIDENTIAL INFORMATION

Board Member shall not, directly or indirectly, in any capacity, make known, disclose, furnish, make available or utilize any of the Confidential Information of the Organization other than in the proper performance of the duties contemplated herein, or as required by a court of competent jurisdiction or other administrative or legislative body. In the event Board Member is requested pursuant to, or required by, applicable law or regulation or by legal process to disclose any Confidential Information, the Board Member shall provide the Organization with prompt written notice of such request or requirement so that Organization may; (i) seek an appropriate protective order or other remedy with respect thereto, (ii) consult with the Board Member in taking steps to resist or narrow the scope of such request or legal process, or (iii) waive compliance, in whole or in part, with the terms of this Agreement.

Notwithstanding the foregoing, Organization may consent to information being disclosed, or relieve Board Member from having to comply with this Agreement, in whole or in part, provided prior written consent is obtained.

ARTICLE 6. TERMINATION OF CONFIDENTIALITY, RETURN OF CONFIDENTIAL INFORMATION

Board Member shall be released from obligations in this Agreement, in whole or in part, if; (i) Organization provides a written demand that any Confidential Information be returned, (ii) the term of Board Member expires, is voluntarily or involuntarily terminated or suspended, or (iii) Board Member breaches any terms in this Agreement.

Upon such release, Board Member shall return all Confidential Information within seven (7) business days, from the day Board Member is released, along with all copies including, but not limited to, anything disclosed by Organization or made by the Board Member. Anything that cannot be returned shall be completely destroyed, including deletion from all computers of all copies, reproductions, summaries, analyses or extracts thereof or based thereon (whether in hard-copy form or on intangible media, such as electronic mail or computer files) in the Board Member's possession. If a legal proceeding has been instituted to seek disclosure of Confidential Information, such material shall not be destroyed until the proceeding is settled or a final judgment with respect thereto has been rendered. The Organization reserves the right to inspect any and all devices used to conduct business or store Organization's information.

ARTICLE 7. GOVERNING LAW AND REMEDIES

This Agreement shall be governed by, and construed in accordance with, the laws of the District of Columbia, without giving effect to its principles or rules regarding conflicts of laws. Each party hereby consents to, and subsequently waives any objection of, the institution and resolution of any action, or proceeding, of any kind or nature with respect to, or arising out of, this agreement brought by either Party in the federal or state courts located within the State of Texas.

ARTICLE 8. SEVERABILITY

In the event any one or more of the provisions of this Agreement are held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remainder of this Agreement shall not in any way be affected or impaired thereby. Moreover, if any one or more of the provisions contained in this Agreement shall be held to be excessively broad as to duration, activity or subject, such provisions shall be construed by limiting and reducing them so as to be enforceable to the maximum extent allowed by applicable law.

ARTICLE 9. WAIVER

The failure of either Party to this Agreement to enforce any of its terms, provisions or covenants shall not be construed as a waiver of the same or of the right of such Party to enforce the same.

The consent, waiver, or change rendered by either Party to this Agreement with respect to a certain event shall only be applicable to that event, and shall not be presumed as the approach of that Party to any event of the same kind which may occur in the future, unless otherwise expressly indicated in writing.

ARTICLE 10. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement between the Parties with respect to its subject matter and merges and supersedes all prior discussions, agreements and understandings of every kind and nature between any of them and neither Party shall be bound by any term or condition other than as expressly set forth or provided for in this Agreement. This Agreement may not be changed or modified nor may any of its provisions be waived, except by an agreement in writing, signed by the Parties hereto.

ARTICLE 11. GENERAL PROVISIONS

Injunctive Relief. Each Party recognizes that the unauthorized use or disclosure of Confidential Information may give rise to irreparable injury and acknowledges that remedies other than injunctive relief may not be adequate. Accordingly, Organization has the right to equitable and injunctive relief to prevent the unauthorized use or disclosure of its Confidential Information, as well as such damages or other relief as is occasioned by such unauthorized use or disclosure.

Headings. Section headings are provided in this Agreement for convenience only and shall not be deemed to substantively alter the content of such sections.

EACH PARTY TO THIS AGREEMENT REPRESENTS AND WARRANTS TO EACH OTHER PARTY THAT SUCH PARTY HAS READ AND FULLY UNDERSTANDS THE TERMS AND PROVISIONS HEREOF, HAS HAD AN OPPORTUNITY TO REVIEW THIS AGREEMENT WITH LEGAL COUNSEL, AND HAS EXECUTED THIS AGREEMENT BASED UPON SUCH PARTY'S OWN JUDGMENT AND ADVICE OF INDEPENDENT LEGAL COUNSEL (IF SOUGHT).

(Board Member’s Signature)

(Organization’s Signature)

(Type/Print Board Member’s Name)

(Type/Print Organization’s Name)

Date:

Addendum 1.

FUDICIARY DUTIES

While the board is not usually involved in the day-to-day activities of the organization, it is responsible for managing the organization and must make decisions crucial to the life and direction of the organization, such as adding or removing board members, hiring and firing key officers and employees, engaging auditors and other professionals and authorizing significant financial transactions and new program initiatives. In carrying out those responsibilities, members of a board of directors must fulfill fiduciary duties to the organization and the public it serves. Those primary legal duties include the duties of care, loyalty and obedience. If the organization has affiliates or subsidiaries, the legal duty of impartiality, the duty of fairness to all the charitable interests, may also come into play.

A. Duty of Care

The duty of care requires a director to be familiar with the organization's finances and activities and to participate regularly in its governance. In carrying out this duty, directors must act in "good faith" using the "degree of diligence, care and skill" which prudent people would use in similar positions and under similar circumstances. In exercising the duty of care, responsible board members should, among other things, do the following:

- Attend all board and committee meetings and actively participate in discussions and decision-making such as setting of policies. Carefully read the material prepared for board and committee meetings prior to the meetings and note any questions they raise. Allow time to meet without senior management present.
- Read the minutes of prior meetings and all reports provided, including financial statements and reports by employees. Make sure her or his votes against a particular proposal are completely and accurately recorded. Do not hesitate to suggest corrections, clarification and additions to the minutes or other formal documents.
- Make sure to get copies of the minutes of any missed committee or board meeting and read them timely, suggesting any changes that may be appropriate.
- Make sure there is a clear process for approval of major obligations such as fundraising, professional fees (including auditors), compensation arrangements and construction contracts.
- Make sure that board minutes reflect any dissenting votes in action taken by the board or that any dissenting vote is expressed in writing by letter to the board. Such records are necessary in order for a board member to disclaim responsibility for any particular decision. Absent board members must do this promptly in writing.
- Read any literature produced as part of the organization's programs.
- Make sure that monthly financial charts of accounts and financial reports prepared for management are available to the board or finance and audit committees, and that they are

clear and communicate proper information for stewardship. Make sure there is an ongoing actual to budget comparison with discrepancies explained.

- Participate in risk assessment and strategic planning discussions for the future of the organization.
- Insure that the organization has addressed the sufficiency of its written internal financial controls and written policies that safeguard, promote and protect the organization's assets and that they are updated regularly.
- Obtain an employees, officers and directors fidelity bond to protect the organization from embezzlement. Have a policy regarding disclosure and identification of fraud (whether or not material). Make sure a policy for records retention and whistleblower protection is in place. Create a background check policy for prospective employees.
- Determine whether or not the organization indemnifies its officers and directors from liability and has directors' and officers' liability insurance. If it does, find out what is covered and what is not. If it does not, find out why.
- Encourage diversity among board members. Diversity will help insure a board committed to serve the organization's mission with a range of appropriate skills and interests.
- Be involved in the selection and periodic review of the performance of the organization's Chief Executive Officer, Chief Financial Officer and other key employees responsible for the day-to-day activities of the organization. The board is responsible for ascertaining whether these individuals have the appropriate education, skills and experience to assume a key position and then evaluating their performance

B. Duty of Loyalty

The board should have a written "conflicts of interest" policy so that all members are aware of the type of transactions that may prohibit them from joining the board. Some such policies prohibit board members from engaging in any transaction that may result in even the appearance of a conflict of interest. They should provide for written disclosure of anticipated or actual conflicts. Directors are charged with the duty to act in the interest of the corporation. This duty of loyalty requires that any conflict of interest, real or possible, always be disclosed in advance of joining a board and when they arise. Board members should avoid transactions in which they or their family members benefit personally. If such transactions are unavoidable, disclose them fully and completely to the board.

In order to exercise this duty of loyalty directors must be careful to examine transactions that involve board members or officers. The board must not approve any transaction that is not fair and reasonable, and a conflicted board member may not participate in the board vote. There should be an established code of ethics in place that is updated annually as well. Transactions involving conflicts should be fully documented in the board's minutes, and conflicts policies and disclosure statements should be discussed with the organization's auditors and attorneys.

C. Duty of Obedience

A board has a duty of obedience to insure that the organization complies with applicable laws and regulations and its internal governance documents and policies, including:

- Dedicating the organization's resources to its mission.
- Insuring that the organization carries out its purposes and does not engage in unauthorized activities.
- Complying with all appropriate laws, including registering with the Attorney General's Charities Bureau in New York State, complying with registration and reporting laws and other applicable laws of all states in which it conducts activities and/or solicits contributions, filing required financial reports with the Attorney General, the State Worker's Compensation Board, the State Department of Taxation and Finance and the Internal Revenue Service, paying all taxes such as Social Security, income tax withholding (federal, state and local) and any unrelated business income tax. Board members may be personally liable for failing to pay employees' wages and benefits and withholding taxes on employees' wages.
- Providing copies of its applications for tax-exempt status (IRS Form 1023), federal reports (IRS forms 990, 990 PF, 990 EZ) and its financial reports.

CLIENT ENGAGEMENT AGREEMENT

Between Nadia Bandukda, Esq./My Employment HERO, LLC (“Advisor”) and Safa Rifka o/b/o ADC (“Client”):

This Client Engagement Agreement (“Agreement”) sets forth the understanding between Advisor and Client regarding the employment-related consulting services to be provided.

I. Scope of Services

Advisor agrees to provide Client with employment-related consulting services, which may include: reviewing Client’s matter and documents, identifying issues, conducting employment-related research, reviewing employment or legal documentation, consulting on negotiation strategy, and employee and labor relations investigations and reports.

II. Fees and Payment Terms

Hourly: Client agrees to compensate Advisor at a rate of \$475 per hour for services rendered.

III. Confidentiality

Advisor agrees to maintain the confidentiality of all Client information, documents, and discussions except where disclosure is required by law or with Client’s express written consent.

IV. Term and Termination

Either party may terminate this Agreement at any time by providing written notice, including email. Client shall remain responsible for fees incurred up to the date of termination.

By signing below, Client affirms that they have read, understood, and agreed to the terms of this Agreement.

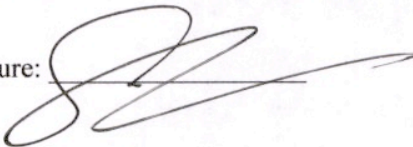
<p>Advisor: Nadia Bandukda, Esq.</p> <p>Signature: <u>/s/ Nadia Bandukda</u></p>	<p>Client:</p> <p>Name: <u>Safa Rifka mo.</u></p> <p>Address: <u>3049 NORMANSTONE TER N.W</u> <u>WASH DC 20008</u></p> <p>Signature: </p>
<p>Date: 4/6/2026</p>	<p>Date: 4/6/2026</p>

EXHIBIT D.



Ed Hasan <ed@sumudpod.com>

Updated Board Confidentiality agreement

1 message

ADC Chairman <chairman@adc.org>

Tue, Apr 14, 2026 at 9:30 AM

To: "doaa.taha@hotmail.com" <doaa.taha@hotmail.com>, "ihawatmeh01@aol.com" <ihawatmeh01@aol.com>, "barqawi@aol.com" <barqawi@aol.com>, Souhail Toubia <souhail@elevatumfarms.com>, "Makhoury@aol.com" <makhoury@aol.com>, DENYSE SABAGH <dsabagh@duanemorris.com>, Ed Hasan <Ed@sumudpod.com>, Hani Khoury <hani@awadkhoury.com>, "awadabed2000@gmail.com" <awadabed2000@gmail.com>, Rick Shadyac <rshadyac@gmail.com>

Dear All.

I have received comments and suggestions from members of the Board about the Board Confidentiality agreement that was previously circulated. These comments were reviewed and incorporated into the updated document [attached]. You will be receiving the document to your email as a DocuSign. Please sign ASAP this updated version so that we can resume our protect communications.

Safa

 **BOD_Conf_Agreement Edited Final.docx**
3829K



Ed Hasan <ed@sumudpod.com>

Re: Updated Board Confidentiality agreement

1 message

Ed Hasan <ed@sumudpod.com>

Fri, Apr 17, 2026 at 1:30 PM

To: ADC Chairman <chairman@adc.org>

Cc: doaa.taha@hotmail.com, barqawi@aol.com, Souhail Toubia <souhail@elevatumfarms.com>, Hani Khoury <hani@awadkhoury.com>, Denyse Sabbagh <dsabagh@duanemorris.com>, Abed Awad <awadabed2000@yahoo.com>, "Makhoury@aol.com" <Makhoury@aol.com>, Rick Shadyac <rshadyac@gmail.com>, ihawatmeh01@aol.com

Safa,

You have not acknowledged my previous questions and emails, which I find concerning. In your role as Board Chair, I would expect a timely acknowledgment and a response to the concerns I've raised as a Board Member, particularly regarding the potential conflict of interest.

Instead, these have gone completely unaddressed.

This falls outside the expected norms and governance standards of a board, particularly within a nonprofit dedicated to protecting the rights of Arab Americans.

After reviewing with my attorney, some significant issues remain regarding the NDA.

- As previously noted, Article 6 states the Board Member is released from obligations when they breach the agreement. This is counterproductive — it effectively rewards a breach by releasing the breaching party from further obligations, rather than triggering liability.
- Article 7 is still unclear for two reasons. It does not state which state and federal courts, especially as DC is not a state. Better language would be “exclusively in the Superior Court for the District of Columbia or the United States District Court for the District of Columbia.” This also prevents being pulled into faraway or inconvenient courts. There is no notice provision for any breach or compliance with the agreements.
- Article 2 has two distinct issues. First, there is no carve-out for information that becomes public in the future. Second, there is no carve out for legally protected disclosures (i.e., to regulators, in response to government investigations, or protected whistleblower activity under applicable law). This is necessary to ensure compliance with applicable law. (For example, Section 1107 of the Sarbanes-Oxley Act, which prohibits retaliation against whistleblowers).

Perhaps we should connect your attorney with my attorneys so we can help get this right?

-Ed

On Fri, Apr 17, 2026 at 12:47 PM ADC Chairman <chairman@adc.org> wrote:

Dear All

I have received the signed Board updated Confidentiality agreement that was emailed to you on April 14 (below) of all except for Ed Hasan.

Ed

Kindly please sign the attached **ASAP** so we all can communicate in a protected manner . Please let me know when you sign .

Thanks

Safa

From: ADC Chairman <chairman@adc.org>

Date: April 14, 2026 at 9:30:00AM EDT

To: doaa.taha@hotmail.com, ihawatmeh01@aol.com, barqawi@aol.com, Souhail Toubia <souhail@elevatumfarms.com>, makhoury@aol.com, DENYSE SABAGH

<dsabagh@duanemorris.com>, Ed Hasan <Ed@sumudpod.com>, Hani Khoury
<hani@awadkhoury.com>, awadabed2000@gmail.com, Rick Shadyac <rshadyac@gmail.com>
Subject: Updated Board Confidentiality agreement

Dear All.

I have received comments and suggestions from members of the Board about the Board Confidentiality agreement that was previously circulated. These comments were reviewed and incorporated into the updated document [attached]. You will be receiving the document to your email as a DocuSign. Please sign ASAP this updated version so that we can resume our protect communications.

Safa



Ed Hasan <ed@sumudpod.com>

Re: I hope we can all work together to serve the best interest of our community.

1 message

Ed Hasan <ed@sumudpod.com>

Sun, Apr 19, 2026 at 5:01 PM

To: ADC Chairman <chairman@adc.org>

Cc: doaa.taha@hotmail.com, barqawi@aol.com, ihawatmeh01@aol.com, Souhail Toubia <souhail@elevatumfarms.com>, "Makhoury@aol.com" <makhoury@aol.com>, DENYSE SABAGH <dsabagh@duanemorris.com>, Abed Awad <awadabed2000@yahoo.com>, Hani Khoury <hani@awadkhoury.com>, Rick Shadyac <rshadyac@gmail.com>, ADC Chairman <chairman@adc.org>

Safa,

Respectfully, your email was difficult to follow. The formatting was inconsistent, and the content appeared pieced together. It also reflects a series of judgments that, in my view, were not well considered. Nevertheless, I will respond as clearly as possible.

It appears you are conflating events and omitting key details. For clarity, I will outline the relevant sequence of events, even if not strictly in chronological order.

The issues in question arose following the Board meeting on March 27, 2026. During that meeting, when concerns were raised regarding Abed Ayoub's span of control, you deferred the discussion, stating that it could be addressed at a later time.

One of the agreed-upon action items from that meeting was for Abed Ayoub to submit a 90-day action plan for Board review and approval. Despite initial concerns from several Board members regarding his ability to produce such a plan, he did so; however, this effort was not acknowledged. I have consistently maintained that, regardless of who serves as Executive Director, that individual must be provided with the necessary tools, resources, and clearly defined metrics for success, without undue constraint.

Following the meeting, when additional concerns came to light, I documented them in writing, consistent with my responsibilities as a Board member. Allegations involving harassment or a hostile work environment require proper documentation.

Your initial response was to involve other Board members, who subsequently contacted me and urged that these concerns not be reduced to writing. They further indicated that raising these allegations could deter Rick Shadyac from remaining on the Board. I made it clear that, out of respect for Rick, transparency is essential, and he is entitled to the full truth.

Your subsequent action was to establish a committee to conduct an investigation. Notably, that committee included individuals implicated in the concerns, which presents a clear conflict.

It was only after a formal complaint was submitted that an external investigator was engaged. Even then, my questions regarding the investigator's independence and any potential conflicts of interest remain unanswered. Specifically, I asked whether the investigator has any prior or existing relationship with any Board member. This has not been addressed.

Compounding these concerns, you circulated a non-disclosure agreement in the midst of an active investigation. The document required multiple revisions due to significant deficiencies. Requiring repeated review of a flawed document under these circumstances is not appropriate and reflects broader governance concerns within ADC.

Additionally, I previously raised concerns—both in writing and during our in-person meeting in Tysons Corner—regarding operational and governance issues within ADC. These included concerns raised by community members, such as unpaid vendors and Board overreach into operational matters. More broadly, there appears to be a lack of clearly defined roles and responsibilities between the Board and management. The Board's involvement in operational matters, as opposed to appropriate governance and oversight, is creating confusion and inefficiency. In contrast, many of the recent improvements in governance and compliance appear to have been driven by the Executive Director, while the Board has remained focused on operational involvement rather than its proper oversight function. You acknowledged these concerns at the time, but no corrective action followed. I have also had private conversations with other Board members who share similar concerns; however, I will respect their request for confidentiality.

You did not acknowledge or respond directly to my prior emails. I encourage you to review your records.

Regarding your attempted calls on Friday, April 17: you contacted me multiple times during the workday, without prior notice, while I was on Capitol Hill. When I returned your call, you indicated you were unable to speak because Rick was in a meeting. When I asked why Rick was involved, you stated you would follow up with me directly the following day. That follow-up did not occur. Instead, you sent the email referenced above.

I would also like to address my fellow Board members. Allegations of harassment and bullying are a clear red line. The reputations of all involved are at stake, and mishandling this process will only exacerbate the situation. The appropriate course of action is to retain a truly independent investigator with no connections to any Board member and no competing interests. This should be a qualified, external firm with demonstrated expertise in conducting workplace investigations, rather than an individual operating outside of a dedicated investigative practice. This approach protects all parties and ensures the integrity and credibility of the process.

If such an investigator is retained, I am prepared to defer to the investigative process and refrain from raising these concerns further, provided there is a clear mandate and defined scope, including interviews with all staff and all Board members. However, given ADC's prior history, including matters I became aware of only recently—such as prior allegations of sexual harassment—it is critical that this process be conducted with the highest level of care and independence.

Safa, I remain available to meet with you one-on-one, in person, at a mutually convenient time and location this week. I have made multiple efforts to resolve these matters directly and efficiently, but those efforts have not been reciprocated. As a Board member and a donor to ADC, I have both a fiduciary obligation and a personal stake in this organization, and I will not remain silent where its integrity, governance, and reputation are at risk.

-Ed

On Sun, Apr 19, 2026 at 1:39 PM ADC Chairman <chairman@adc.org> wrote:

Dear Ed

I am surprised about your tone and the contents of your emails . On March 27, 2026, there was a scheduled meeting between me, Rick Shadyac Abed Ayoub , ADC Lawyer and ADC Accountant to which I invited you to participate in. The meeting was to discuss structural and operational issues . After the meeting adjourned Abed Ayoub You and I had ample private time together where you had a chance to discuss the issues and best welfare of ADC as It was your duty to tell the chairman what you know but you chose not to . To my astonishment you sent an email on March 31, 2026, accusing board members of mistreating employees .

While I am trying to avoid solving issues by email, I acknowledged all your emails ... when you asked on March 31, 2026, for a formal chat, I on April 1, 2026, appointed a board committee with you as a member to chat. When you refused the committee and asked for an outside independent third party it was promptly done. I selected a third-party lawyer without any prior knowledge of her and with no conflict and will share her report with Board members when done.

The latest circulated NDA document that was signed might not be perfect, but it is a good one . When you had issues with the NDA, I factored these issues in accordingly and send it to you only to find that you have other issues. Your further comments on the NDA on April 17 are welcomed and appreciated and will be addressed and factored in accordingly. If you have an NDA that you would like to

present for the Board to discuss the floor is open rather than having the ADC lawyer communicate with yours.

Ed, ADC Board have recently made great steps forward and more are coming. The Executive Branch and the Board now have guidelines of separate communications , we have achieved important structural and operational changes, and we are in the middle of updating the bylaws and looking at our structure. Performance improvement is always the aim, but it needs the help and cooperation of all of us in an atmosphere of respect and congeniality .I hope we can all work together to serve the best interest of our community.

I remain available for any constructive dialogue.

Respectfully

Safa

From: Ed Hasan <ed@sumudpod.com>
Date: Friday, April 17, 2026 at 1:31 PM
To: ADC Chairman <chairman@adc.org>
Cc: Doaa Taha <doaa.taha@hotmail.com>, Tawfiq Barqawi <barqawi@aol.com>, Souhail Toubia <souhail@elevatumfarms.com>, Hani Khoury <hani@awadkhoury.com>, DENYSE SABAGH <dsabagh@duanemorris.com>, Abed Awad <awadabed2000@yahoo.com>, "Makhoury@aol. com" <Makhoury@aol.com>, Rick Shadyac <rshadyac@gmail.com>, 'Sam Hawatmeh' <ihawatmeh01@aol.com>
Subject: Re: Updated Board Confidentiality agreement

Safa,

You have not acknowledged my previous questions and emails, which I find concerning. In your role as Board Chair, I would expect a timely acknowledgment and a response to the concerns I've raised as a Board Member, particularly regarding the potential conflict of interest.

Instead, these have gone completely unaddressed.

This falls outside the expected norms and governance standards of a board, particularly within a nonprofit dedicated to protecting the rights of Arab Americans.

After reviewing with my attorney, some significant issues remain regarding the NDA.

- As previously noted, Article 6 states the Board Member is released from obligations when they breach the agreement. This is counterproductive — it effectively rewards a breach by releasing the breaching party from further obligations, rather than triggering liability.
- Article 7 is still unclear for two reasons. It does not state which state and federal courts, especially as DC is not a state. Better language would be “exclusively in the Superior Court for the District of Columbia or the United States District Court for the District of Columbia.” This also prevents being pulled into faraway or inconvenient courts. There is no notice provision for any breach or compliance with the agreements.

- Article 2 has two distinct issues. First, there is no carve-out for information that becomes public in the future. Second, there is no carve out for legally protected disclosures (i.e., to regulators, in response to government investigations, or protected whistleblower activity under applicable law). This is necessary to ensure compliance with applicable law. (For example, Section 1107 of the Sarbanes-Oxley Act, which prohibits retaliation against whistleblowers).

Perhaps we should connect your attorney with my attorneys so we can help get this right?

-Ed

EXHIBIT E.



Ed Hasan <ed@sumudpod.com>

ADC/ADCRI Transformational Restructuring and Compliance Strengthening Plan (90 Day Restructuring Plan)

1 message

Abed Ayoub <aayoub@adc.org>

Wed, Apr 1, 2026 at 3:29 PM

To: ADC Chairman <chairman@adc.org>

Cc: Souhail Toubia <souhail@elevatumfarms.com>, "doaa.taha@hotmail.com" <doaa.taha@hotmail.com>, Rick Shadyac <rshadyac@gmail.com>, "barqawi@aol.com" <barqawi@aol.com>, Ed Hasan <ed@sumudpod.com>, George Majeed Khoury <makhoury@aol.com>, "Sabagh, Denyse" <DSabagh@duanemorris.com>, Hani Khoury <hani@awadkhoury.com>, Abed Awad <awadabed2000@yahoo.com>

April 1, 2026

Board Members,

Attached you will find the ADC/ADCRI Transformational Restructuring and Compliance Strengthening Plan, along with a supporting executive summary and project framework. This reflects a comprehensive 90-day institutional reset that is already underway. As outlined in the materials, ADC has reached a point where its growth, across fundraising, programmatic scope, legal work, and national visibility, requires a more formal and disciplined operating structure. This plan is designed to align that growth with the internal systems, controls, and allocation models necessary to sustain it.

What I am putting forward is Transformational Restructuring. We are not just fixing structure, we are solving a deeper issue. This organization has been operating with shared purpose but undefined structure. We have purpose without system discipline. If the structure does not support the mission, we will ultimately fail. We will move from informal collaboration between ADC/ADCRI, to a system that has clear ownership and accountability measures. When we are finished we will have clarity so that every person knows what they own, how they contribute, and how their work connects to the mission. We will establish a controlled, scalable model that eliminates ambiguity, strengthens internal controls, and positions ADC for long-term stability and continued growth.

Initial phases of implementation have already begun. We have made meaningful progress on restructuring fundraising infrastructure, including working with Intuitive Solutions to implement clear separation of C3 and C4 donation pathways, align payment processors, and bring CRM systems (EveryAction and Fundraise Up) into closer alignment with entity-level attribution and reporting.

To Dr. Ed's email, I have heard concerns from community members in the past and have also expressed concerns about situations and treatment that arose because we did not have a clear distinction between governance and management. Part of this process includes creating a distinction between governance and operation pertaining to the National Board, and management. This is an essential piece for the continued success and growth of the organization, and this can be accomplished through a formalized process.

Included in the attachment you will find an Executive Summary, full Memorandum to the Board, a project plan, as well as memo's from contractors helping us facilitate the necessary changes. As we move forward, I am asking for the following items to ensure we are successful:

- All Board Members communication regarding this effort be directed solely with me, and no other staff members.
- We will expand the scope of our engagement with Mayal Consulting to support audit readiness, internal controls, and implementation of financial and compliance structures
- A defined cadence of update meetings to ensure appropriate oversight and transparency.
- A commitment not to deviate from the plan, giving this precedent over all other matters.

Lastly, I ask for your trust. Any effort to undermine the direction of this work or my ability to carry it forward won't be tolerated and will ultimately derail us.

This is an important moment for ADC. How we proceed will determine what the future looks like for this organization. I look forward to working with you on this, and ensuring that ADC is there to continue serving the community for the decades to come. Should you need anything from my end please don't hesitate to reach out.

Best,

Abed Ayoub

Abed A. Ayoub, Esq.
National Executive Director
American-Arab Anti-Discrimination Committee (ADC)
910 17th Street NW, Suite 400
Washington, D.C. 20006
Phone: 202-244-2990
Truly Arab, Fully American.

Barred in the state of Michigan and District of Columbia

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 **ADC_ADCRI_Tranformation_Plan.pdf**
2590K

EXHIBIT F.



Ed Hasan <ed@sumudpod.com>

Re: REMINDER / ADDITIONAL BOARD MEETING Saturday March 28, 2026 at 1 PM EST

1 message

Ed Hasan <ed@sumudpod.com>

Tue, Mar 31, 2026 at 1:45 PM

To: Rick Shadyac <rshadyac@gmail.com>

Cc: ADC Chairman <chairman@adc.org>, doaa.taha@hotmail.com, barqawi@aol.com, ihawatmeh01@aol.com, Souhail Toubia <souhail@elevatumfarms.com>, "Makhoury@aol.com" <Makhoury@aol.com>, Denyse Sabbagh <dsabbagh@duanemorris.com>, Hani Khoury <hani@awadkhoury.com>, Abed Awad <awadabed2000@yahoo.com>, Abed Ayoub <aayoub@adc.org>

Hi everyone,

I would like to formally request a conversation regarding the board's role in relation to governance and operational responsibility. I have been hearing concerning feedback from various individuals within ADC, including expressions of fear of retaliation, reports of hostile and unfair treatment by the board, and broader concerns from members of our community about how the organization is currently functioning.

As a board member, I have a responsibility to protect the organization, and it is imperative that we raise this issue before it becomes beyond our control.

I believe it would be valuable for us to discuss these issues openly and ensure we are aligned in our roles and responsibilities moving forward.

-Ed Hasan

On Tue, Mar 24, 2026 at 11:45AM Ed Hasan <ed@sumudpod.com> wrote:

Below is an addition to or overlap with Rick's suggestions. There may be nuance here that I am not aware of:

- The bylaws refer to the top staff position as "CEO or President," but ADC uses the title Executive Director. Beyond the title mismatch, the bylaws lack clarity on whether this person can hire staff, set salaries, approve expenditures, or act without Board approval, thereby slowing basic operational decisions.
- All member communication still requires physical U.S. mail. Notices and ballots sent by paper with 21 to 30-day windows make rapid member mobilization nearly impossible
- There is no crisis response protocol. No one, including Chapter Presidents, is authorized to speak on ADC's behalf without full Board approval, leaving communities without a response during urgent situations.
- There is no membership structure for young people. The bylaws have two membership classes, neither of which is designed for students or anyone under 18, and there is no formal pathway for Arab American youth activists to join the organization.

-Ed

On Tue, Mar 24, 2026 at 10:32AM Rick Shadyac <rshadyac@gmail.com> wrote:

All,

I hope this note finds everyone well. Prayers for peace in the Middle East.

The following are the issues I would like the Board to consider with respect to the Bylaws:

1. The Name and the relationship between ADC and ADCRI (Article I). Should we continue to use "Committee" vs Organization or some other designation? There is some brand equity in "Committee," but it feels small and limiting. I am aware of the power of AIPAC.

We also need to clarify the relationship between ADC and ADCRI. If you make a donation on the ADC website, it seems to indicate it is tax deductible, yet ADC is 501C)(4) and these donations are not tax deductible. ADC shows revenue of \$675,088 in 2024, 100% of which are contributions. It shows no Exec Comp, but Abed's partial salary is listed under Key employees. Isn't Abed considered an executive? ADCRI is a 501(c)(3) and donations are tax deductible. It reports Revenue of \$1.38M in 2024, 100% of which are contributions. It also shows no exec comp, no professional fundraising fees and other salaries of \$97K. (this includes Abed) Also, on public reporting sites, we need to make sure the allocation of finances is clear between ADC and ADCRI. Is there an operating agreement between the two organizations that addresses all of this?

2. Objectives: Should we consider broadening our objectives? This conversation can be deferred.
3. Membership (Article II): Need clarity on Members. What is the annual Membership Dues? I can't find it on the website and the 990s do not report membership dues.
4. Chapters (Article III): I believe this model is outdated and can cause issues for the National Office. The 990s reflect that we have chapters. Perhaps these can be committees if we consider changing the name of the National Organization.
5. Indemnification (Article IV): I would like to understand what we are trying to do here. The Bylaws indicate we "may" indemnify and further states that ADC has the "power" to purchase and maintain insurance to indemnify....Do we have Officers and Directors insurance? What are the limits of liability? What actions are covered? Shouldn't this be mandatory for officers and directors?
6. Executive Committee supervising the administration of the National Office (Article V). Management vs. Governance. This should be the role of the CEO. This conversation can also be deferred.
7. The National Advisory Board (Article VII): The bylaws indicate this Board, guides and advises the Fiduciary Board in defining the priorities of ADC. What is the real purpose of this Board and its relationship to the fiduciary Board?

These are my thoughts as a very new Board member. I do not fully understand and appreciate all of the nuances of ADC and ADCRI at this point, and there may be other governing documents I am not aware of.

Also, I never received an orientation or a Board packet to help me understand ADC as a new Board member. I recommend that we establish an orientation program.

Thanks and look forward to discussing.

Rick Shadyac

From: ADC Chairman <chairman@adc.org>

Sent: Monday, March 23, 2026 3:27 PM

To: doaa.taha@hotmail.com <doaa.taha@hotmail.com>; barqawi@aol.com <barqawi@aol.com>; ihawatmeh01@aol.com <ihawatmeh01@aol.com>; Souhail Toubia <souhail@elevatumfarms.com>; Makhoury@aol.com <Makhoury@aol.com>; Denyse Sabbagh <dsabagh@duanemorris.com>; Hani Khoury <hani@awadkhoury.com>; Abed Awad <awadabed2000@yahoo.com>; Rick Shadyac <rshadyac@gmail.com>; Ed Hasan <Ed@sumudpod.com>

Cc: Abed Ayoub <aayoub@adc.org>

Subject: REMINDER / ADDITIONAL BOARD MEETING Saturday March 28, 2026 at 1 PM EST

REMINDER

From: ADC Chairman <chairman@adc.org>

Date: March 14, 2026 at 6:51:17 PM EDT

To: doaa.taha@hotmail.com, barqawi@aol.com, ihawatmeh01@aol.com, Abed Awad <awadabed2000@yahoo.com>, Hani Khoury <hani@awadkhoury.com>, makhoury@aol.com, DENYSE SABAGH <dsabagh@duanemorris.com>, Ed Hasan <Ed@sumudpod.com>, Rick Shadyac <rshadyac@gmail.com>, Souhail Toubia <souhail@elevatumfarms.com>

Subject: ADDITIONAL BOARD MEETING Saturday March 28, 2026 at 1 PM EST

Dear All

I would like to call for a Board Meeting on Saturday March 28 at 1PM EST to discuss the following

Please let me know if you can attend.

-Governance

-Updating By Laws [attached]

Please share 3 days before the meeting with all board member the first 5 things that you want to change in our bylaws

Safa



Ed Hasan <ed@sumudpod.com>

Re: Issues

1 message

Ed Hasan <ed@sumudpod.com>

Thu, Apr 2, 2026 at 4:45 PM

To: Hani K <hani@awadkhoury.com>

Cc: ADC Chairman <chairman@adc.org>, Rick Shadyac <rshadyac@gmail.com>, doaa.taha@hotmail.com, barqawi@aol.com, ihawatmeh01@aol.com, Souhail Toubia <souhail@elevatumfarms.com>, makhoury@aol.com, Denyse Sabbagh <dsabbagh@duanemorris.com>, Abed Awad <awadabed2000@yahoo.com>

With respect, Hani, the comment regarding close relationships among board members is not an assumption or an opinion. It is a demonstrable fact. This board has been together for a long time, and many members are close, something that has been brought to my attention by current and former staff, as well as members of the community.

The assumption on your part that I implied anyone would not take their role seriously is categorically incorrect. What I am raising is a structural concern. Any impartial party would recognize that a board assessing itself presents inherent challenges to objectivity.

Let me reiterate the concerns that have been raised; this is not an exhaustive list:

- Board operational overreach
- Undermining and circumvention of the Executive Director
- Hostile and inappropriate treatment of staff, including a reported incident in which a male board member screamed at a female employee in front of donors, which may have been caught on camera

Given the seriousness of these concerns, the appropriate next step is for Safa and me to meet in person to discuss them directly and determine a responsible path forward to protect the integrity of the rest of the board.

-Ed

On Thu, Apr 2, 2026 at 4:04 PM Hani K <hani@awadkhoury.com> wrote:

Ed, and to the members of the board, if I may add to this conversation.

From my understanding, the purpose of this meeting, as it is not a committee, but rather a meeting, is to get together with you to find out more about what it is you have heard and to listen to your concerns. I, for one, have not heard about any of the issues that you have raised and am very concerned about them. I definitely want to know more about this, but feel that the proper procedure would be to speak with you first as you were the one to hear these complaints. I think that after we meet with you, we would formulate what are the next steps to take in order to remedy and correct these issues. We need to internally discuss this before making a decision to bring in any outside, independent auditors/investigators. It may be something that can be resolved without taking such action, but we don't know, as we are not sure about the specifics of these issues. We are not conducting an investigation, but finding out what is being said. So, I feel it would be best to meet and discuss what it is you have heard, so we can make a recommendation to the board on the best way to proceed. Of course, any formal action should be approved by the board.

Also, I question your comment regarding the close relationships among board members as it appears that you are assuming any one of the board would not take their responsibilities seriously due to a close relationship. We are all committed to ADC and I am sure I speak for everyone on the board, that we take our roles very seriously. If it turns out that there are allegations against any one of us, that person would be conflicted out of any participation in an audit/review relating to their conduct and the rest of the board would make sure to adhere to that. We are all on the same team and we are all committed to making ADC stronger and keeping it around for decades to come.

We want to get to the bottom of the issues that you have raised and I think that having this meeting is the best place to start.

Thanks

Hani

Hani Khoury, Esq.
Awad & Khoury, LLP
Attorneys at Law
777 Terrace Avenue
Suite 303
Hasbrouck Heights, NJ 07604
(201) 462-9500 (t)
(201) 462-9501 (f)
www.awadkhoury.com



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From: Ed Hasan <ed@sumudpod.com>
Sent: Wednesday, April 1, 2026 8:45 PM
To: ADC Chairman <chairman@adc.org>
Cc: Rick Shadyac <rshadyac@gmail.com>; doaa.taha@hotmail.com; barqawi@aol.com; ihawatmeh01@aol.com; Souhail Toubia <souhail@elevatumfarms.com>; makhoury@aol.com; Denyse Sabbagh <dsabbagh@duanemorris.com>; Hani K <hani@awadkhoury.com>; Abed Awad <awadabed2000@yahoo.com>
Subject: Re: Issues

Thank you. I'd like to better understand the purpose of this committee. Is it intended to conduct an investigation, or to identify an independent party to carry out the analysis? I ask because the idea of the board investigating itself—or staff—raises concerns regarding objectivity and process. I also have concerns about the current composition of the committee, as close relationships among board members may create the appearance of limited independence.

I would recommend engaging an independent third party to ensure a thorough and unbiased review of all matters, and treating this no differently than a financial or accounting audit. If our intention is to sincerely improve ADC financially, operationally, and culturally, then this must be handled with rigor and care.

I am happy to chat about this: 571-262-1435

On Wed, Apr 1, 2026 at 7:59 PM ADC Chairman <chairman@adc.org> wrote:

Thank you Ed for bringing this to our attention . While I do not have any complaints regarding the issues that you mention below however these issues are very important and must be addressed.

There may be a conflation between the Board and the Executive Director. We must meet to flush out and decide on the next steps. As you know, you and a few other Board members are currently working to sort out governance and operational responsibilities and to establish procedures and accountability benchmarks for the Executive Director and the staff.

I appoint Abed Awad (coordinator) Rick, Ed, Hani, and Tawfiq to meet and discuss Ed's email and report back to the Board.

Thanks
Safa

On Mar 31, 2026, at 1:46 PM, Ed Hasan <Ed@sumudpod.com> wrote:

Hi everyone,

I would like to formally request a conversation regarding the board's role in relation to governance and operational responsibility. I have been hearing concerning feedback from various individuals within ADC, including expressions of fear of retaliation, reports of hostile and unfair treatment by the board, and broader concerns from members of our community about how the organization is currently functioning.

As a board member, I have a responsibility to protect the organization, and it is imperative that we raise this issue before it becomes beyond our control.

I believe it would be valuable for us to discuss these issues openly and ensure we are aligned in our roles and responsibilities moving forward.

-Ed Hasan

On Tue, Mar 24, 2026 at 11:45 AM Ed Hasan <ed@sumudpod.com> wrote:

Below is an addition to or overlap with Rick's suggestions. There may be nuance here that I am not aware of:

- The bylaws refer to the top staff position as "CEO or President," but ADC uses the title Executive Director. Beyond the title mismatch, the bylaws lack clarity on whether this person can hire staff, set salaries, approve expenditures, or act without Board approval, thereby slowing basic operational decisions.

- All member communication still requires physical U.S. mail. Notices and ballots sent by paper with 21 to 30-day windows make rapid member mobilization nearly impossible
- There is no crisis response protocol. No one, including Chapter Presidents, is authorized to speak on ADC's behalf without full Board approval, leaving communities without a response during urgent situations.
- There is no membership structure for young people. The bylaws have two membership classes, neither of which is designed for students or anyone under 18, and there is no formal pathway for Arab American youth activists to join the organization.

-Ed

On Tue, Mar 24, 2026 at 10:32 AM Rick Shadyac <rshadyac@gmail.com> wrote:

All,

I hope this note finds everyone well. Prayers for peace in the Middle East.

The following are the issues I would like the Board to consider with respect to the Bylaws:

1. The Name and the relationship between ADC and ADCRI (Article I). Should we continue to use "Committee" vs Organization or some other designation? There is some brand equity in "Committee," but it feels small and limiting. I am aware of the power of AIPAC. We also need to clarify the relationship between ADC and ADCRI. If you make a donation on the ADC website, it seems to indicate it is tax deductible, yet ADC is 501C(4) and these donations are not tax deductible. ADC shows revenue of \$675,088 in 2024, 100% of which are contributions. It shows no Exec Comp, but Abed's partial salary is listed under Key employees. Isn't Abed considered an executive? ADCRI is a 501(c)(3) and donations are tax deductible. It reports Revenue of \$1.38M in 2024, 100% of which are contributions. It also shows no exec comp, no professional fundraising fees and other salaries of \$97K. (this includes Abed) Also, on public reporting sites, we need to make sure the allocation of finances is clear between ADC and ADCRI. Is there an operating agreement between the two organizations that addresses all of this?
2. Objectives: Should we consider broadening our objectives? This conversation can be deferred.
3. Membership (Article II): Need clarity on Members. What is the annual Membership Dues? I can't find it on the website and the 990s do not report membership dues.
4. Chapters (Article III): I believe this model is outdated and can cause issues for the National Office. The 990s reflect that we have chapters. Perhaps these can be committees if we consider changing the name of the National Organization.
5. Indemnification (Article IV): I would like to understand what we are trying to do here. The Bylaws indicate we "may" indemnify and further states that ADC has the "power" to purchase and maintain insurance to indemnify.....Do we have Officers and Directors insurance? What are the limits of liability? What actions are covered? Shouldn't this be mandatory for officers and directors?
6. Executive Committee supervising the administration of the National Office (Article V). Management vs. Governance. This should be the role of the CEO. This conversation can also be deferred.

7. The National Advisory Board (Article VII): The bylaws indicate this Board, guides and advises the Fiduciary Board in defining the priorities of ADC. What is the real purpose of this Board and its relationship to the fiduciary Board?

These are my thoughts as a very new Board member. I do not fully understand and appreciate all of the nuances of ADC and ADCRI at this point, and there may be other governing documents I am not aware of.

Also, I never received an orientation or a Board packet to help me understand ADC as a new Board member. I recommend that we establish an orientation program.

Thanks and look forward to discussing.

Rick Shadyac

From: ADC Chairman <chairman@adc.org>
Sent: Monday, March 23, 2026 3:27 PM
To: doaa.taha@hotmail.com <doaa.taha@hotmail.com>; barqawi@aol.com <barqawi@aol.com>; ihawatmeh01@aol.com <ihawatmeh01@aol.com>; Souhail Toubia <souhail@elevatumfarms.com>; Makhoury@aol.com <Makhoury@aol.com>; Denyse Sabbagh <dsabagh@duanemorris.com>; Hani Khoury <hani@awadkhoury.com>; Abed Awad <awadabed2000@yahoo.com>; Rick Shadyac <rshadyac@gmail.com>; Ed Hasan <Ed@sumudpod.com>
Cc: Abed Ayoub <aayoub@adc.org>
Subject: REMINDER / ADDITIONAL BOARD MEETING Saturday March 28, 2026 at 1 PM EST

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From: ADC Chairman <chairman@adc.org>
Date: March 14, 2026 at 6:51:17 PM EDT
To: doaa.taha@hotmail.com, barqawi@aol.com, ihawatmeh01@aol.com, Abed Awad <awadabed2000@yahoo.com>, Hani Khoury <hani@awadkhoury.com>, makhoury@aol.com, DENYSE SABAGH <dsabagh@duanemorris.com>, Ed Hasan <Ed@sumudpod.com>, Rick Shadyac <rshadyac@gmail.com>, Souhail Toubia <souhail@elevatumfarms.com>
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I would like to call for a Board Meeting on Saturday March 28 at 1PM EST to discuss the following

Please let me know if you can attend.

-Governance

-Updating By Laws [attached]

Please share 3 days before the meeting with all board member the first 5 things that you want to change in our bylaws

Safa

EXHIBIT G.



Ed Hasan <ed@sumudpod.com>

Re: Removal from the ADC Board

1 message

Ed Hasan <ed@sumudpod.com>

Sun, Apr 19, 2026 at 11:05 PM

To: ADC Chairman <chairman@adc.org>

Cc: doaa.taha@hotmail.com, ihawatmeh01@aol.com, "Makhoury@aol.com" <makhoury@aol.com>, Souhail Toubia <souhail@elevatumfarms.com>, barqawi@aol.com, DENYSE SABAGH <dsabagh@duanemorris.com>, Abed Awad <awadabed2000@yahoo.com>, Hani Khoury <hani@awadkhoury.com>, Rick Shadyac <rshadyac@gmail.com>, Abed Ayoub <aayoub@adc.org>

Mr. SAFA Rifka

Dear Mr. Safa,

If this matter is not resolved in accordance with the governing bylaws and applicable nonprofit law, I am prepared to seek review through the Office of the District of Columbia Attorney General to ensure proper governance, compliance, and protection of member rights.

Based on the information below, there are serious concerns regarding the validity of the action being taken. In addition, the timing and circumstances of this action raise concerns that it may be retaliatory in nature, including under applicable whistleblower protections.

When I agreed to join this Board, I did so based on the specific version of the bylaws that was sent to me at the time of my appointment (ADC-National-BYLAWS-1.pdf). That document is the governing agreement I accepted, and it is the only version I was ever provided.

Under those bylaws, a director may only be removed for cause — violation of law, violation of the bylaws, or other good cause — and only after written notice of the specific grounds, a thirty-day opportunity to respond, a hearing before the Board, and an affirmative two-thirds vote of the Board. There is no "without cause" removal provision in the document I received, nor is there any provision granting unilateral removal authority to the Chair.

It has since become apparent that multiple versions of the bylaws are in circulation, and that a different version (ADC-BYLAWS-2016.pdf) is now being cited to justify my removal. I was never provided that version, never notified of its adoption, and never given the opportunity to accept or serve under its terms. I cannot be bound by a document that was not disclosed to me, particularly one that materially alters the governance structure and removal protections in place at the time I agreed to serve.

If the organization is relying on a different version of the bylaws, then it must be able to demonstrate that such version was validly adopted in accordance with the amendment procedures then in effect and properly communicated to the Board.

Accordingly, before any removal action proceeds, I am formally requesting:

- A complete copy of every version of the bylaws that has been in effect since my appointment;
- Documentation of the resolution or vote adopting the 2016 version, including the date, quorum, vote tally, and notice provided in advance of that action; and
- Confirmation that any such amendment was adopted in compliance with the amendment procedures set forth in the bylaws I was provided, including the required voting threshold.

To date, I have received no notice, communication, or acknowledgment that any bylaw amendment was adopted after my appointment.

In light of the issues raised above, I request that all records relating to bylaw amendments, board votes on amendments, notices to directors, and any communications concerning my removal be preserved.

Until this documentation is produced and verified, the removal process set forth in the bylaws I received — including the requirement of cause, notice, opportunity to respond, a hearing, and a two-thirds vote of the Board — remains the only valid and enforceable process applicable to my position.

-Ed

On Sun, Apr 19, 2026 at 9:21 PM ADC Chairman <chairman@adc.org> wrote:

Mr. ED Hasan

Dear Mr. Hasan

Section 4.05(h) of the ADC By-laws, attached to this email, grants me the power to appoint three members as Directors to the Board. With this authority, as the Chair of the ADC Board, I appointed you to the ADC Board on December 1, 2026. Section 4.05(h) also authorizes me, as the Chair, to remove a director whom I appointed, like you, with or without cause.

Effective immediately, I am removing you from the Board without cause.

-

As an experienced Human Resources professional, you are aware that, as a member of the ADC Board of Directors, you owe ADC a fiduciary duty, including a duty of care, confidentiality, and loyalty. This includes keeping sensitive information confidential, not using it for personal gain, and not harming the organization. ADC reserves the right to assert all legal rights if you breach your fiduciary duty.

Safa Rifka MD

Chair

ADC Board of Directors

2 attachments

 **ADC National BYLAWS (1).pdf**
128K

 **ADC BYLAWS - 2016.pdf**
302K

EXHIBIT H.



Ed Hasan <ed@sumudpod.com>

RE: ADC bylaws

1 message

Abed Ayoub <aayoub@adc.org>
To: ADC Chairman <chairman@adc.org>
Cc: Ed Hasan <Ed@sumudpod.com>, "srifka@comcast.net" <srifka@comcast.net>

Sat, Nov 15, 2025 at 10:37 PM

Good evening,

Glad you were able to connect. I have attached a copy of the bylaws. Please feel free to reach out if you have any questions.

Best,

-abed

Abed A. Ayoub, Esq.
National Executive Director
American-Arab Anti-Discrimination Committee (ADC)
910 17th Street NW, Suite 1000
Washington, D.C. 20006
Phone: 202-244-2990
Truly Arab, Fully American.

Barred in the state of Michigan and District of Columbia

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-----Original Message-----

From: ADC Chairman <chairman@adc.org>
Sent: Saturday, November 15, 2025 6:14 PM
To: Abed Ayoub <aayoub@adc.org>
Cc: Ed Hasan <Ed@sumudpod.com>; srifka@comcast.net
Subject: ADC bylaws

Hi Abed
Please share with Dr Hasan the bylaws of ADC Thanks Safa

 **ADC National BYLAWS.pdf**
128K

NATIONAL BY-LAWS
of the
AMERICAN-ARAB ANTI-DISCRIMINATION COMMITTEE

ARTICLE I: NAME, OBJECTIVES, AND OFFICES

Section 1.01 Name. This organization shall be known as the American-Arab Anti-Discrimination Committee (hereinafter “ADC”). ADC shall support the human and civil rights of all people and oppose racism and bigotry in any form. It welcomes the participation and support of people of all ethnic, racial and religious backgrounds.

Section 1.02 Objectives. The objectives of ADC shall be as follows:

- (I) To defend and promote the human rights, civil rights, and liberties of Arab-Americans and other persons of Arab heritage;
- (II) To combat stereotyping and discrimination against and affecting the Arab-American community in the United States;
- (III) To serve as a public voice for the Arab-American community in the United States on domestic and foreign policy issues;
- (IV) To educate the American public in order to promote greater understanding of Arab history and culture, and;
- (V) To organize and mobilize the Arab-American community in furtherance of the organization’s objectives.

Section 1.03 Principal Office. The principal office of the ADC shall be the ADC National Office within Washington, D.C., or at any other location as may be determined by the Board of Directors of ADC (hereinafter, the “Board”).

ARTICLE II
MEMBERSHIP

Section 2.01 Qualifications. An individual who subscribes to the purposes and policies of ADC shall be eligible to be a Member of ADC, upon acceptance of such person’s membership application by the Board and payment of such annual fees as may be fixed by the Board.

Section 2.02 Classes of Members. The Members of ADC shall be divided into two classes as follows:

- (I) Voting Members. To qualify as a Voting Member, an individual must be at least eighteen years of age and have paid the annual membership dues for the year in which the vote is taking place. For family membership, both partners can vote.
- (II) Non-voting Members. Individuals who do not meet the criteria for Voting Members as provided in Subsection (a) hereof may nonetheless qualify as Non-voting or

Associate Members if such persons are otherwise eligible for membership under these by-laws.

Section 2.03 Application. A. An individual seeking to become a Member of ADC shall submit to the National Office a completed and signed application form as approved by the Board.

B. An individual whose application is approved shall become a Member of ADC upon payment of the required initiation fee or annual membership dues.

Section 2.04 Voting Rights. Each Voting Member in good standing shall be entitled to one vote on each matter submitted to a vote of the Members. Non-voting or Associate Members shall not be eligible to vote.

Section 2.05 Dues. Each member shall pay dues annually, the amount of which shall be as determined by the board.

Section 2.06 Default in the Payment of Dues. No person shall be entitled to vote or otherwise exercise any right or privilege of Membership who is in default in the payment of Membership dues, if such default is not cured within two (2) months of the date upon which Membership dues are payable.

Section 2.07 Expulsion of Members. A. The Board in its discretion, may censure, suspend or expel a Member of ADC for good cause.

B. Good cause shall include, but not be limited to, the violation of law or the violation of these by-laws.

C. Censure, suspension or expulsion of a Member shall require the affirmative vote of a majority of the Board present at any meeting.

D. Notice of intent to censure, suspend or expel (hereinafter, "Notice") shall be given to any Member against whom disciplinary action is sought by ADC. Said Notice shall state the ground(s) for consideration of such action and the provision(s) of the law, by-laws, rules or regulations alleged to have been violated, or the alleged misconduct constituting good cause. Said Member may file a written response with the Secretary of the Board within thirty (30) days of the date upon which the Notice was given, stating the reasons why the Member should not be expelled, censured or suspended. Said Response must be given due and fair consideration.

E. The decision of the Board as expressed in any order or resolution of censure, suspension or expulsion, shall be final, unappealable, and binding on the affected Member.

ARTICLE III CHAPTERS

Section 3.01 Establishment of Chapters. A. Upon application of Members of ADC who have paid their annual dues for the year in question and whose residences are within the same particular city or geographic region, the Board by majority vote may grant and issue charters for any ADC Chapter. Not more than one such charter shall be issued for any particular city or geographic region.

B. The purpose of the chartering of Chapters is to promote the purposes and policies of ADC as provided in these by-laws.

C. No Chapter nor any Member, including but not limited to the Chapter President, Chapter Secretary, Chapter Treasurer, any other officer shall have any authority to publicly declare positions on ADC policies, to represent ADC to the general public or to issue any press releases, in any matter that commits, conflicts or is otherwise inconsistent with the policy and purposes of ADC.

D. Each Chapter shall be authorized to conduct its own local meetings, and elect its local President, Vice-President, Secretary, and Treasurer and such other officers, as it deems appropriate.

E. No Bylaws shall be adopted by a Chapter until approved by the Board. All Chapter Bylaws shall be filed with the Secretary of the Board of ADC.

F. Each Chapter shall be represented by a Chapter President. Chapter Presidents shall be elected annually at a meeting of such Chapter and shall serve for one (1) year terms or until the Chapter President's successor takes over, whichever is later.

G. Chapter Presidents may not serve for more than three (3) consecutive years.

H. Any Chapter may appoint a representative from among its chapter membership to serve on a committee established by the Board of ADC to undertake specific projects, when such appointment is requested by the Board.

I. Any Chapter or any member, including but not limited to Chapter President, Chapter Secretary, Chapter Treasurer, any other officer or member who violates Subsection C of this section shall be immediately found removable from office by the Executive Committee of the Board of Directors of ADC and shall be removed from office by the Executive Committee with the option of suspension of membership.

Section 3.02 *Withdrawal of a Charter.* A. The Board may terminate the charter of a Chapter for the violation of a law, violation of ADC's Bylaws, or for good cause. Any other grounds for termination of a charter must be specified in the charter granted to the Chapter.

B. A Charter shall be terminated only after a full investigation is conducted by the Board or its designee, and after the Chapter in question has had an opportunity to be heard by the Board or by a special committee of Members designated by the Board for such purpose.

C. The special committee shall submit a statement of findings and recommendations to the Board upon the conclusion of its investigation.

D. Termination of a Charter shall require a majority vote of the Board, and shall become effective immediately thereafter.

E. Within thirty (30) days of the termination of a Charter, a Chapter may appeal such termination by filing with the Secretary of the Board, a Request for Reconsideration of Termination. A Board decision terminating a charter shall be reversed only upon the vote of two thirds (2/3) of the Members of the Board voting in favor of such reversal.

F. Upon termination of a Charter, any and all funds or property owned by the Chapter shall be forwarded to the National Office of ADC.

ARTICLE IV DIRECTORS AND OFFICERS

Section 4.01 *General Powers.* The affairs and policies of ADC shall be established, managed and directed by its Board. The Board shall oversee the operations of the National Office; and shall hold a meeting of the entire board at least once each year (hereinafter, the “Annual Meeting”).

Section 4.02 *Directors.* There shall be at least eleven (11) but not more than seventeen (17) directors on the Board.

Section 4.03 *Officers.* A. The Board shall elect a Chair, a Vice-Chair, a Secretary, and a Treasurer as Officers of the Board, and such other Officers of the Board as are determined to be necessary by a majority vote of the Board.

B. The Board shall appoint a full-time officer whose title shall be Chief Executive Officer or President to execute the national policies of the Board.

Section 4.04 *Qualifications of Officers and Directors.* An Officer shall not serve simultaneously as a Director, nor hold more than one office during said Officer’s term.

Section 4.05 *Election of Directors.* The Directors shall be elected as follows:

A. There shall be a Nominating Committee consisting of five (5) ADC Members as follows: the Secretary of the Board who shall serve as the Chair of the Nominating Committee, and four (4) other Members, who need not be Directors on the Board.

B. No later than one hundred and sixty (160) days prior to the Annual Meeting, the Chair of the Nominating Committee shall endeavor to contact the Directors of the Board to solicit nominees for the number of seats on the Board that are scheduled to stand for election in that particular year.

C. No later than one hundred and twenty (120) days prior to the Annual Meeting, the Nominating Committee shall consider the nominations that were solicited, having obtained the consent and agreement of such Nominees to serve if elected, and deliver a report of Nominees to the Board for its review and approval.

D. No individual shall be nominated for a seat on the Board of Directors unless his or her dues for the current year have been paid.

E. No later than sixty (60) days prior to the Annual Meeting, the Secretary of the Board shall prepare a ballot to be sent to each Member who has paid the annual dues for the particular year in question. The ballot shall list the names of all candidates and number of seats to be filled. Each ballot shall be accompanied by a blank envelope, which shall contain the ballot, and an addressed return envelope. Such ballots shall be received by the Secretary of the Board no later than ten (10) days prior to the Annual Meeting.

F. Three (3) or more Election Judges shall be appointed by the Chair of the Board for the purpose of overseeing the vote at the Annual Meeting. The Secretary of the Board must deliver the unopened envelopes containing the ballots to the Election Judges. The Election Judges shall verify the eligibility of the voters and tabulate the ballots.

G. The Chair of the Board, after consultation with the Board and the President of ADC, shall be empowered to appoint three (3) members of the Board to one (1) year terms, renewable at the Chair's discretion for a total of five (5) years of Board service.

Section 4.06 Terms of Offices. A. The Officers of the Board shall serve for renewable one (1) year terms, which begin from the date of the Annual Meeting and end at the close of the following Annual Meeting, or when the successor takes office, whichever is later.

B. Directors shall be elected for a three (3) year term. The terms of office for Directors of the Board shall be staggered, so that a maximum of one-third (1/3) of the Board can stand for election each year.

C. The term of office for a Director who has been absent from three (3) consecutive Board meetings shall expire at the adjournment of the third such meeting, unless the Board accepts that Director has established good cause for the absences.

D. If the Office of the Chair of the Board becomes vacant prior to the expiration of the term of office, the Vice-Chair shall be appointed by the Board and shall serve as Chair for the remainder of the term, at which time the office shall be filled by election at the Annual Meeting.

E. Should any other offices become vacant, the Board at its discretion may elect an Interim Officer or Director to serve the remainder of the term.

Section 4.07 Board Action. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board, unless a greater number is required by law or by these By-laws to take the action under consideration.

Section 4.08 Resignation and Removal. A. A Director may resign from his or her position the Board by submitting a letter of resignation addressed to the Chair of the Board.

B. A Member of the Board of Directors may be removed for violation of the law, violation of these Bylaws, or for good cause.

C. In the event that a Member desires to initiate disciplinary action against a Director, the Board shall send a Notice of Intent to Discipline or Remove (hereinafter, "Notice") to a Director against whom disciplinary action is sought. Said Notice shall state the ground(s) for such action, including the provision(s) of law, Bylaws, rules, or regulations, which have been violated, or the alleged misconduct constituting good cause. Said Notice shall advise also such Director of the right to respond and be heard before the Board. The Director in question shall have thirty (30) days from the date of the Notice to file a Response with the Secretary of the Board. If no response is received after the expiration of thirty (30) days, the Removal will be automatic, final, and unappealable. If said Director responds and requests a hearing, the Board shall hear the matter at its next scheduled meeting provided, however, that the response to the Notice is received at least fifteen (15) days prior to the next scheduled Meeting of the Board. If the response is not received at least fifteen (15) days prior to the next scheduled meeting of the Board, the matter will be heard at the following Meeting of the Board, or at such meeting specially convened by the Board, whichever is sooner.

D. Removal of a Member of the Board shall require the affirmative vote of a two-thirds (2/3) majority of the Board present at any meeting, and shall become effective immediately.

E. The decision of the Board as expressed in any order or resolution of Removal of Director shall be final, unappealable, and binding upon the affected Director.

Section 4.09 Board-Appointed Committees. The Board shall establish a Nominating Committee and may establish a Standing Committee on Budget and Finance, a Fundraising Committee, a Committee on Membership and Chapter, a Committee on Political Outreach and such other Committees as determined appropriate by the Board. All Committees shall be supervised by the Board, and shall submit reports and recommendations as required by the Board.

Section 4.10 Regular Meetings. A regular meeting of the Board shall be held at the same time and place as the Annual Meeting.

Section 4.11 Special Meetings. Special meetings of the Board may be called by or at the request of the Chair or any three (3) Board Directors, and shall be held at the National Office of ADC or at such other place as may be designated, upon written notice at least seven (7) days prior to the meeting.

Section 4.12 Action by Written Consent. Action may be taken by the Board without a meeting if written consent of such action is signed by all Board Directors and such consent is filed and recorded with the minutes of the regularly conducted proceedings of the Board.

Section 4.13 Telephonic Board Meetings. The Board may convene meetings by means of telephonic, video or other means of communication, provided that all Directors desiring to participate are able to do so. Participation by such means shall constitute “presence” under the provisions of these Bylaws.

Section 4.14 Quorum and Voting. A. Unless a greater proportion is required by law, by the Certificate of Incorporation or by a Bylaw adopted by the Board, a majority of the entire Board shall constitute a quorum for the transaction of business or of any specified item of business, provided however, that in the case that the number of the entire Board is fifteen (15) members or less, the quorum shall be at least one-third (1/3) of the entire number of Directors on the Board.

B. Except as otherwise provided by law or by these Bylaws, the vote of a majority of the Board of Members present at a meeting at the time of the vote, if a quorum is present at such time, shall be the act of the Board.

Section 4.15 Indemnification and Insurance. ADC may indemnify any person made, or threatened to be made, a party to an action or proceeding other than one by or in the right of the ADC to procure a judgment in its favor, whether civil or criminal, by reason of the fact that such person or such person’s testator or in testate is or was a director or officer of the ADC or other enterprise in any capacity at the request of ADC, and ADC may advance such person’s relate expenses, to the full extent permitted by the law. ADC shall have the power to purchase and maintain insurance to indemnify ADC and its directors and officers to the full extent such indemnification is permitted by law.

In no case, however, shall ADC indemnify, reimburse, or insure any person for any taxes imposed on such individual under chapter 42 of the Internal Revenue Code of 1986, as now in effect or as may hereafter be amended (hereinafter, “the Code”). Further, if at any time ADC is deemed to be a private foundation within the meaning of section 509 of the Code then, during such time, no payment shall be made under this Section if such payment would constitute an act of self-dealing or a taxable expenditure, as defined in sections 4941(d) or 4915(d), respectively, of the Code

If any part of this Section shall be found in any action, suit or proceeding to be invalid or ineffective, the validity and the effectiveness of the remaining part shall not be affected.

Section 4.16 *Loans to Directors of Officers.* No loans, other than through the purchase of bonds, debentures, or similar obligations of the type customarily sold in public offerings, or through ordinary deposit of funds in a bank, shall be made by ADC to its Directors or Officers, or to any other corporation, firm, association or other entity in which one or more of its directors or officers are directors or officers of ADC, or hold a substantial financial interest.

ARTICLE V DUTIES OF OFFICERS

Section 5.01 *Executive Committee.* The Board shall appoint an Executive Committee to supervise the administration of the National Office, its staff and activities. The Executive Committee shall be comprised of the Chair, Secretary and Treasurer of the Board, and any other individuals appointed at the Board's discretion.

Section 5.02 *Chair.* The Chair of the Board shall preside at all meetings of the members and of the Board of Directors at which the Chair is present, and perform whatever other duties are necessary and appropriate to fulfill the objectives of ADC and perform the obligations of such office as the Board may designate.

Section 5.03 *Vice-Chair.* In the event that the Chair is unable to perform the duties of the office, the Vice-Chair shall assume the duties of the Chair, and when so acting, shall have all the powers of and be subject to all the restrictions upon, the Chair. The Vice-Chair shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe by standing or special resolution, or as the Chair may from time to time provided, subject to the powers and supervision of the Board.

Section 5.04 *Secretary.* The Secretary shall be responsible for the keeping of an accurate record of the proceedings of all meetings of the Board of Directors, shall give or cause to be given all notices in accordance with these Bylaws or as required by law, and in general, shall perform all duties customary to the office of Secretary. The Secretary shall have custody of the corporate seal of the Organization, if any, and the Secretary shall have authority to affix the same to any instrument requiring it; and, when so affixed, it may be attested by the Secretary's signature. The Board may give general authority to any officer to affix the seal of the Organization, if any, and to attest to the affixing by signature near the seal imprint.

Section 5.05 *Treasurer.* The Treasurer shall have the custody of, and be responsible for, all funds of the Organization. The Treasurer shall keep or cause to be kept complete and accurate, accounts of receipts and disbursements of the Organization, and shall deposit all monies and other valuable property of the Organization in the name and to the credit of the Organization in such banks or depositories as the Board may designate. Whenever required by the Board, the Treasurer shall render a statement of accounts. The Treasurer shall at all reasonable times exhibit the books and accounts to any officer or director of the Organization, and shall perform all duties incident to the office of Treasurer, subject to the supervision of the Board, and such other duties as shall from time to time be assigned by the Board. The Treasurer shall, if required by the Board, give such bond or security for the faithful performance of the duties of the office.

ARTICLE VI ANNUAL MEETING

Section 6.01 *Annual Meeting.* A. An Annual Meeting of the Members of ADC (hereinafter the "Annual Membership Meeting") shall be held at a place and time designated by the Board.

B. The business of the Annual Membership Meeting shall be as follows:

1. To announce election results, and present the newly constituted Board to the Members;
2. To present an annual fiscal report;
3. To present any reports as shall be prepared by any standing committees designated by the Board pursuant to these Bylaws; and
4. To conduct any other business deemed to be appropriate at the discretion of the Board.

C. Special meetings of the Members may be called by either the Chair or the Board.

D. Written or printed notice stating the date, place, time and purpose(s) of such special meetings shall be delivered by mail to each Member whose annual dues are paid for the year in question not less than twenty-one (21) days before the meeting. Notice shall be deemed to have been delivered upon deposit in a United States mailbox, provided that such notice is addressed to the member at the address appearing in the records of ADC, and postage is prepaid.

E. Voting may be conducted by mail on any matter, which is submitted to the Members for a vote. Ballots shall be mailed to all Voting Members not less than thirty (30) days prior to the return date established by the Board for tabulating the votes. An affirmative vote by a majority of those casting ballots shall be sufficient to pass any measure(s).

ARTICLE VII NATIONAL ADVISORY BOARD

Section 7.01 *Establishment and Composition.* A. A National Advisory Board shall be established to guide and advise the Board and the President in defining the priorities of ADC and attaining its objectives.

B. Members of the National Advisory Board shall be appointed by majority vote of the Board, and the tenure of each Member shall be left to the discretion of the Board.

Section 7.02 *Meetings.* A. An annual meeting of the National Advisory Board shall be held at the same time and place as the Annual Meeting of ADC.

B. Special meetings of the National Advisory Board may be called by or at the request of the Board or the Chair of the Board, and shall be held at the National Office or at such place as may be designated at the Board's discretion.

ARTICLE VIII AMENDMENT

Section 8.01 *Amendments to the Certificate of Incorporation.* The Certificate of Incorporation may be amended by the members of the Board pursuant to the provisions of the laws of the District of Columbia governing the operation of Not-for-Profit Corporations.

Section 8.02 Amendments to the Bylaws. A. Any Bylaw adopted by the Board may be amended or repealed by a two-thirds (2/3) majority vote of the Board Members entitled to vote thereon as herein provided, except that the Board shall not amend or repeal a Bylaw adopted by the Board which provides that such Bylaw shall not be subject to amendment or repeal by the Board.

B. If any Bylaw regulating an impending election of a Board Member is adopted, amended or repealed by the Board, there shall be set forth in the notice of the next meeting of Board Members for the election of Members of the Board the Bylaw so adopted, amended or repealed, together with a concise statement of the changes made.

EXHIBIT I.

NATIONAL BY-LAWS
of the
AMERICAN-ARAB ANTI-DISCRIMINATION COMMITTEE

ARTICLE I
NAME, OBJECTIVES, OFFICES AND CORPORATE RECORDS

Section 1.01 Name. This organization shall be known as the American-Arab Anti-Discrimination Committee (hereinafter “ADC”). ADC shall support the human and civil rights of all people and oppose racism and bigotry in any form. It welcomes the participation and support of people of all ethnic, racial and religious backgrounds.

Section 1.02 Objectives. The objectives of ADC shall be as follows:

- (I) To protect and promote the human rights, including the civil and political rights as well as the economic, social and cultural rights, and liberties of Americans, of Arab- Americans and of other persons of Arab ancestry and heritage;
- (II) To combat stereotyping and discrimination against and affecting the Arab- American community in the United States;
- (III) To serve as a public voice for the Arab-American community in the United States on domestic and foreign policy issues;
- (IV) To educate the American public in order to promote greater understanding of Arab history and culture, and;
- (V) To organize and mobilize the Arab-American community in furtherance of the organization’s objectives.

Section 1.03 Principal Office. The principal office of the ADC shall be the ADC National Office within Washington, D.C., or at any other location as may be determined by the Board of Directors of ADC (hereinafter, the “Board”).

Section 1.04 Corporate Records. (a) ADC shall keep as permanent records minutes of all meetings of its members, board of directors, and any designated body, a record of all actions taken by the members, board of directors, or members of a designated body without a meeting, and a record of all actions taken by a committee of the board of directors or a designated body on behalf of the corporation.

(b) ADC shall maintain appropriate accounting records.

(c) ADC shall maintain a record of its members, in a form that permits preparation of a list of the names and addresses of all members, in alphabetical order by class, showing the number of votes each member is entitled to cast.

(d) ADC shall maintain its records in written form or in any other form of a record.

(e) ADC shall keep a copy of the following records at its principal office:

(1) Its articles of incorporation or restated articles of incorporation and all amendments to them currently in effect;

(2) Its bylaws or restated bylaws and all amendments to them currently in effect;

(3) The minutes and records described in subsection (a) of this section for the past 3 years;

(4) All communications in the form of a record to members generally within the past 3 years, including the financial statements furnished for the past 3 years under § 29-413.20 of the nonprofit corporations law;

(5) A list of the names and business addresses of its current directors and officers; and

(6) Its most recent biennial report delivered to the Mayor under § 29- 102.11 of the nonprofit corporations law.

ARTICLE II MEMBERSHIP

Section 2.01 *Qualifications.* An individual who subscribes to the purposes and policies of ADC shall be eligible to be a Member of ADC, upon acceptance of such person's membership application by the Board and payment of such annual fees as may be fixed by the Board.

Section 2.02 *Classes of Members.* The Members of ADC shall be divided into two classes as follows:

(I) Voting Members. To qualify as a Voting Member, an individual must be a U.S. citizen or a U.S. permanent resident, at least eighteen years of age and have paid the annual membership dues for the year in which the vote is taking place. For family membership, both partners can vote.

(II) Non-voting or Associate Members. Individuals who are not U.S. citizens or U.S. permanent residents because they do not meet the criteria for Voting Members as provided in Subsection (I) hereof may nonetheless qualify as Non-voting or

Associate Members if such persons are otherwise eligible for membership under these by-laws.

Section 2.03 Application. (a) An individual seeking to become a Member of ADC shall submit to the National Office a completed and signed application form as approved by the Board.

(b) An individual whose application is approved shall become a Member of ADC upon payment of the required initiation fee or annual membership dues.

Section 2.04 Voting Rights. Each Voting Member in good standing shall be entitled to one vote on each matter submitted to a vote of the Members. The Directors of the corporation shall be elected by the Voting Members of the corporation. Non-voting or Associate Members shall not be eligible to vote.

Section 2.05 Dues. Each member shall pay dues annually, the amount of which shall be determined by the board.

Section 2.06 Default in the Payment of Dues. No Member shall be entitled to vote or otherwise exercise any right or privilege of Membership who is in default in the payment of Membership dues, if such default is not cured within two (2) months of the date upon which Membership dues are payable. The member's rights and privileges shall be restored upon payment of dues.

Section 2.07 Expulsion of Members. (a) The Board in its discretion, may censure, suspend or expel a Member of ADC for good cause.

(b) Good cause shall include, but not be limited to, the violation of law or the violation of these by-laws, rules or regulations.

(c) Censure, suspension or expulsion of a Member shall require the affirmative vote of a majority of the Board present at any meeting.

(d) Notice of intent to censure, suspend or expel shall be given to any Member against whom disciplinary action is sought by ADC. Said Notice shall state the ground(s) for consideration of such action and the provision(s) of the law, by-laws, rules or regulations alleged to have been violated, or the alleged misconduct constituting good cause. Said Member may file a written response with the Secretary of the Board within thirty (30) days of the date upon which the Notice was given, stating the reasons why the Member should not be expelled, censured or suspended. Said Response must be given due and fair consideration by the Board.

(e) The decision of the Board as expressed in any resolution of censure, suspension or expulsion, shall be final and binding on the affected Member.

ARTICLE III CHAPTERS

Section 3.01 *Establishment of Chapters.* (a) Upon application of Members of ADC, who have paid their annual dues for the year in question and whose residences are within the same particular city or geographic region, the Board by majority vote may grant and issue charters for any ADC Chapter. Not more than one such charter shall be issued for any particular city or geographic region.

(b) The purpose of the chartering of Chapters is to promote the purposes and policies of ADC as provided in these by-laws and in ADC's Articles of Incorporation.

(c) No Chapter nor any Member, including but not limited to, the Chapter President, Chapter Secretary, Chapter Treasurer, or any other Chapter officer shall have any authority to publicly declare positions on ADC policies, to represent ADC to the general public or to issue any press releases, in any matter that conflicts or is otherwise inconsistent with the policies and purposes of ADC.

(d) Each Chapter shall be authorized to conduct its own local meetings, and elect its Chapter President, Chapter Vice-President, Chapter Secretary, and Chapter Treasurer and such other Chapter officers, as it deems appropriate.

(e) No Bylaws shall be adopted by a Chapter until approved by the National Board. All Chapter Bylaws shall be filed with the Secretary of the Board of ADC.

(f) Each Chapter shall be represented by a Chapter President. Chapter Presidents shall be elected annually at a meeting of such Chapter and shall serve for one (1) year terms or until the Chapter President's successor takes over, whichever is later.

(g) Chapter Presidents may not serve for more than three (3) consecutive one (1) year terms.

(h) Any Chapter may appoint a representative from among its chapter membership to serve on a committee established by the Board of ADC to undertake specific projects, when such appointment is requested by the Board.

(i) Any Chapter member, including but not limited to, Chapter President, Chapter Secretary, Chapter Treasurer, any other Chapter officer or member, who is found to have violated Subsection C of this section following a noticed meeting of such violation shall be immediately removed from office by the Executive Committee of the Board of Directors of ADC and shall be removed from office by the Executive Committee with the option of suspension of membership.

Section 3.02 *Withdrawal of a Charter.* (a) The Board may terminate the charter of a Chapter for the violation of a law, violation of ADC's Bylaws, or for good cause. Any other grounds for termination of a charter must be specified in the charter granted to the Chapter.

(b) A Charter shall be terminated only after a full investigation is conducted by the Board or its designee, and after the Chapter in question has had an opportunity to be heard by the Board or by a special committee of Members designated by the Board for

such purpose.

(c) The special committee of Members designated by the Board shall submit a statement of findings and recommendations to the Board upon the conclusion of its investigation.

(d) Termination of a Charter shall require a majority vote of the Board, and shall become effective immediately thereafter.

(e) Within thirty (30) days of the termination of a Charter, a Chapter may appeal such termination by filing with the Secretary of the Board, a Request for Reconsideration of Termination. A Board decision terminating a charter shall be reversed only upon the vote of two thirds (2/3) of the Members of the Board voting in favor of such reversal.

(f) Upon termination of a Charter, any and all funds or property owned by the Chapter shall be forwarded to the National Office of ADC.

Section 3.03 *Disposition of Assets not requiring member approval.* Approval of the members of ADC shall not be required, unless the articles of incorporation or bylaws otherwise provide, to:

(1) Sell, lease, exchange, or otherwise dispose of any or all of the corporation's assets:

(A) In the usual and regular course of its activities; or

(B) If the corporation and its consolidated subsidiaries retain an activity that represented or was supported by at least 33% of total assets at the end of the most recently completed fiscal year;

(2) Mortgage, pledge, dedicate to the repayment of indebtedness, whether with or without recourse, or otherwise encumber any or all of the corporation's assets, whether or not in the usual and regular course of business its activities; or

(3) Transfer any or all of the corporation's assets to one or more corporations or other entities all of the memberships or interests of which are owned by the corporation.

Section 3.04 *Member approval of certain dispositions.* (a) Except as otherwise provided in the articles of incorporation or bylaws, a sale, lease, exchange, or other disposition of assets, other than a disposition described in Section 3.03, shall require approval of ADC's members.

(b) A disposition that requires approval of the members under subsection (a) of this section shall be initiated by a resolution by the board of directors authorizing the disposition. After adoption of the resolution, the board of directors shall submit the proposed disposition to the members for their approval. The board of directors shall also transmit to the members a recommendation that the members approve the proposed disposition, unless the board of

directors makes a determination that because of conflicts of interest or other special circumstances, it should not make such a recommendation, in which case the board of directors shall transmit to the members the basis for that determination.

(c) The board of directors may condition its submission of a disposition to the members under subsection (b) of this section on any basis.

(d) If a disposition is required to be approved by the members under subsection (a) of this section, and if the approval is to be given at a meeting, the nonprofit corporation shall give notice to each member, whether or not entitled to vote, of the meeting of members at which the disposition is to be submitted for approval. The notice shall state that the purpose, or one of the purposes, of the meeting is to consider the disposition and shall contain a description of the disposition, including the terms and conditions thereof and the consideration to be received by the corporation.

(e) Unless the articles of incorporation or bylaws, or the board of directors acting pursuant to subsection (c) of this section, requires a greater vote, or a greater number of votes to be present, the approval of a disposition by the members shall require the approval of the members at a meeting at which a quorum exists, and, if any class of members is entitled to vote as a separate group on the disposition, the approval of each such separate voting group at a meeting at which a quorum of the voting group exists.

(f) After a disposition has been approved by the members under subsection (e) of this section, and at any time before the disposition has been consummated, it may be abandoned by the nonprofit corporation without action by the members, subject to any contractual rights of other parties to the disposition.

(g) A disposition of assets in the course of dissolution under subchapter XII of this chapter shall not be governed by this section.

(h) The assets of a direct or indirect consolidated subsidiary shall be deemed the assets of the parent nonprofit corporation for the purposes of this section.

ARTICLE IV DIRECTORS AND OFFICERS

Section 4.01 *General Powers.* The affairs and policies of ADC shall be established, managed and directed by its Board of Directors (“Board”). The Board shall oversee the operations of the National Office; and shall hold a meeting of the entire Board at least once each year (hereinafter, the “Annual Meeting”).

Section 4.02 *Directors.* There shall be at least eleven (11) but not more than seventeen (17) directors on the Board. A decrease in the number of directors or term of office shall not shorten an incumbent director's term.

Section 4.03 *Officers.* (a) The Board shall elect a Chair, a Vice-Chair, a Secretary, and a Treasurer as Officers of the Board, and such other Officers of the Board as are determined to be necessary by a majority vote of the Board.

(a) The Board shall appoint a full-time employee whose title shall be President/Executive Director to execute the national policies of the Board.

Section 4.04 *Qualifications of Officers and Directors.* An Officer shall not serve simultaneously as a Director and hold more than one office during said Officer’s term.

Section 4.05 *Election of Directors.* The Directors shall be elected as follows:

(a) There shall be a Nominating Committee consisting of at least 3 but no more than five (5) ADC Members as follows: The Secretary of the Board who shall serve as the Chair of the Nominating Committee, and up to four (4) other Members, who need not be Directors on the Board, to be appointed by the Chair.

(b) At least one hundred and twenty (120) days prior to the Annual Meeting, the Chair of the Nominating Committee shall endeavor to contact the Directors of the Board to solicit nominees for the number of seats on the Board that are scheduled to stand for election in that particular year.

(c) At least ninety (90) days prior to the Annual Meeting, the Nominating Committee shall consider the nominations that were solicited, having obtained the consent and agreement of such Nominees to serve if elected, and deliver a report of Nominees to the Board for its review and approval.

(d) To be eligible to be nominated and stand for election on the national board, an individual must meet the following criteria:

- (1) A dues paying member for the past three years;
- (2) Active with ADC, either through a local Chapter or the National office;
- (3) Strong belief and support in the ADC mission; and
- (4) Must be at least eighteen (18) years of age.

(e) At least sixty (60) days prior to the Annual Meeting of the Members, the President shall prepare a ballot to be sent to each Member who has paid the annual dues for the particular year in question. The ballot shall list the names of all candidates and number of seats to be filled on the Board of Directors. Each ballot shall be accompanied by a blank envelope, which shall contain the ballot, and an addressed return envelope. Such ballots shall be received by the Secretary of the Board no later than ten (10) days prior to the Annual Meeting.

(f) Election Inspectors. (1) Three (3) or more Inspectors shall be appointed by the Chair of the Board for the purpose of overseeing the counting of the votes and who shall make a report in the form of a record of the inspectors' determinations. Each inspector shall execute the duties of inspector impartially and according to the best of the inspector's ability.

(2) The inspectors shall:

- A. Ascertain the number of members and their voting power;
- B. Determine the members present at a meeting;
- C. Determine the validity of proxies and ballots;
- D. Count all votes; and
- E. Determine the result.

(3) An inspector may, but need not, be a director, member of a designated body, member, officer, or employee of the membership corporation. An individual who is a candidate for office to be filled at the meeting may not be an inspector.

(g) The Secretary of the Board must deliver the unopened envelopes containing the ballots to the Inspectors.

(h) The Chair of the Board, after consultation with the Board and the President of ADC, shall be empowered to appoint three (3) members as Directors to the Board for one (1) year terms, renewable at the Chair's discretion for a total of five (5) years of Board service. A director who is appointed by the Chair may be removed with or without cause by the Chair.

(i) Directors shall be elected by a plurality of the votes cast by the members entitled to vote in the election except for any Directors that may be appointed by the Chair as provided for in these bylaws (see paragraph 4.05 G above).

Section 4.06 Terms of Offices. (a) The Officers of the Board shall serve for renewable one (1) year terms, which begin from the date of the Annual Meeting and end at the close of the following Annual Meeting, or when the successor takes office, whichever is later.

(b) Each [elected] Director shall be elected for a three (3) year term. The terms of office for Directors of the Board shall be staggered, so that up to a maximum of one-third (1/3) of the Board shall be elected each year. Each [elected] Director shall be limited to three elected three year terms.

(c) The term of office for a Director who has been absent from three (3) consecutive

Board meetings shall expire at the adjournment of the third such meeting, unless the Board accepts that Director has established good cause for the absences.

(d) If the Office of the Chair of the Board becomes vacant prior to the expiration of the term of office, the Vice-Chair shall be appointed by the Board and shall serve as Chair for the remainder of the term, at which time the office shall be filled by election at the Annual Meeting.

(e) Should any other offices become vacant, the Board at its discretion may elect an Interim Officer or Director to serve the remainder of the unexpired term. Such Director(s) shall continue to serve until the Director's successor is elected, appointed, or designated and until the Director's successor takes office.

Section 4.07 Board Action. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board, unless a greater number is required by law or by these By-laws to take the action under consideration.

Section 4.08 Resignation and Removal. (a) A Director may resign at any time from his or her position on the Board by submitting a signed notice in the form of a record or a letter of resignation by delivering it to the Chair of the Board of directors or to an executive officer or the secretary of the corporation. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective time. The notice of a meeting of members at which removal of a director is to be considered shall state that the purpose, or one of the purposes, of the meeting is removal of the director. The board of directors of a membership corporation shall not remove a director except as otherwise provided herein.

(b) A Member of the Board of Directors may be removed by the Board of Directors for violation of these Bylaws, or for good cause, including a director who:

- (1) Has been declared of unsound mind by a final order of court;
- (2) Has been convicted of a felony;
- (3) Has been found by a final order of court to have breached a duty as a director;
- (4) Has missed the number of board meetings specified in the articles of incorporation or bylaws, if the articles or bylaws at the beginning of the director's current term provided that a director may be removed for missing the specified number of board meetings; or
- (5) Does not satisfy at the time any of the qualifications for directors set forth in the articles of incorporation or bylaws at the beginning of the director's current term, if the decision that the director fails to satisfy a qualification is made by the vote of a majority of the directors who meet all of the required qualifications.

(c) In the event that a Member desires to initiate disciplinary action against a Director, the Board shall send a Notice of Intent to Discipline or Remove (hereinafter, "Notice") to a Director against whom disciplinary action is sought. Said Notice shall state the ground(s) for such action, including the provision(s) of law, Bylaws, rules, or

regulations, which have been violated, or the alleged misconduct constituting good cause. Said Notice shall advise also such Director of the right to respond and be heard before the Board. The Director in question shall have thirty (30) days from the date of the Notice to file a Response with the Secretary of the Board. If no response is received after the expiration of thirty (30) days, the Removal will be automatic and final. If said Director responds and requests a hearing, the Board shall hear the matter at its next scheduled meeting provided, however, that the response to the Notice is received at least fifteen (15) days prior to the next scheduled Meeting of the Board. If the response is not received at least fifteen (15) days prior to the next scheduled meeting of the Board, the matter will be heard at the following Meeting of the Board, or at such meeting specially convened by the Board, whichever is sooner.

(d) Removal of a Member of the Board shall require the affirmative vote of a two-thirds (2/3) majority of the Board present at any meeting, and shall become effective immediately.

(e) The decision of the Board as expressed in any resolution of Removal of Director shall be final and binding upon the affected Director.

(f) If an Elected Director resigns or is removed pursuant to this section, the remaining members of the board may appoint another person who meets the criteria pursuant Section 4.05. In such a case the Executive Committee shall nominate an individual to be voted on and approved by the entire Board. This new Director shall serve the remaining term of the Director who has resigned or was removed.

Section 4.09 *Board-Appointed Committees.* The Board shall establish a Nominating Committee and may establish a Standing Committee on Budget and Finance, a Fundraising Committee, a Committee on Membership and Chapter, a Committee on Political Outreach and such other Committees as determined appropriate by the Board. All Committees shall be supervised by the Board, and shall submit reports and recommendations as required by the Board.

Section 4.10 *Call and Notice of Meeting.* (a) Regular meetings of the board of directors shall be held with notice of the date, time, place, or purpose of the meeting; provided, that at the beginning of each one-year period, the corporation may provide a single notice of all regularly scheduled meetings for that year, or for a lesser period, without having to give notice of each meeting individually.

Section 4.11 *Waiver of Notice.* (a) A Director may waive any notice required by the nonprofit corporation statute, the articles of incorporation, or the bylaws before or after the date and time stated in the notice. Except as otherwise provided in subsection (b) of this section, the waiver shall be in the form of a record, signed by the Director entitled to the notice, and filed with the minutes or corporate records.

(b) A Director's attendance at or participation in a meeting shall waive any required notice to the Director of the meeting, unless the Director at the beginning of the meeting, or promptly upon arrival, objects to holding the meeting or transacting at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Section 4.12 Regular Meetings. A regular meeting of the Board shall be held throughout the year at the time and place selected by the Chair and at the Annual Meeting held at the Annual Convention.

Section 4.13 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chair or any three (3) Board Directors then in office, and shall be held at the National Office of ADC or at such other place as may be designated, upon written notice of the date, time, and place of the meeting at least seven (7) days prior to the meeting.

Section 4.14 Action by Written Consent. Action may be taken by the Board without a meeting if written consent of such action is signed by all Board Directors and such consent is filed and recorded with the minutes of the regularly conducted proceedings of the Board.

Section 4.15 Telephonic Board Meetings. The Board may convene meetings by means of telephonic, video or other means of communication, provided that all Directors desiring to participate are able to do so. Participation by such means shall constitute "presence" under the provisions of these Bylaws.

Section 4.16 Quorum and Voting. (a) Unless a greater proportion is required by law, by the Certificate of Incorporation or by a Bylaw adopted by the Board, a majority of the entire Board shall constitute a quorum for the transaction of business or of any specified item of business, provided however, that in the case that the number of the entire Board is fifteen (15) members or less, a quorum of the Board of Directors shall consist of no fewer than 1/3 of the number of Directors in office.

(b) If a quorum is present when a vote is taken, the affirmative vote of a majority of the Board of Directors present shall be the act of the Board of Directors unless a greater vote is required by the articles of incorporation or bylaws.

(c) A director who is present at a meeting of the Board of Directors when corporate action is taken shall be considered to have assented to the action taken unless one of the following applies:

(1) The Director objects at the beginning of the meeting, or promptly upon arrival, to holding it or transacting at the meeting; or

(2) The Director dissents or abstains from the action and:

(A) The dissent or abstention is entered in the minutes of the meeting; or

(B) The Director delivers notice in the form of a record of the Director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the corporation promptly after adjournment of the meeting.

(d) The right of dissent or abstention shall not be available to a Director who votes in favor of the action taken.

Section 4.17 *Standards of Conduct for Directors.* (a) Each member of the Board of Directors, when discharging the duties of a Director, shall act:

(1) In good faith; and

(2) In a manner the Director reasonably believes to be in the best interests of the nonprofit corporation.

(b) The members of the Board of Directors or a committee of the board, when becoming informed in connection with their decision-making function or devoting attention to their oversight function, shall discharge their duties with the care that a person in a like position would reasonably believe appropriate under similar circumstances.

(c) In discharging board or committee duties a Director shall disclose, or cause to be disclosed, to the other board or committee members information not already known by them but known by the Director to be material to the discharge of their decision-making or oversight functions, except that disclosure is not required to the extent that the Director reasonably believes that doing so would violate a duty imposed by law, a legally enforceable obligation of confidentiality, or a professional ethics rule.

(d) In discharging board or committee duties, a Director who does not have knowledge that makes reliance unwarranted may rely on the performance by any of the persons specified in subsection (f)(1), (3), or (4) of this section to whom the board may have delegated, formally or informally by course of conduct, the authority or duty to perform one or more of the board's functions that are delegable under applicable law.

(e) In discharging board or committee duties a Director who does not have knowledge that makes reliance unwarranted may rely on information, opinions, reports, or statements, including financial statements and other financial data, prepared or presented by any of the persons specified in subsection (f) of this section.

(f) A Director may rely, in accordance with subsection (d) or (e) of this section, on:

(1) One or more officers, employees, or volunteers of the nonprofit corporation whom the Director reasonably believes to be reliable and competent in the functions performed or the information, opinions, reports, or statements provided;

(2) Legal counsel, public accountants, or other persons retained by the corporation as to matters involving skills or expertise the Director reasonably believes are matters:

(A) Within the particular person's professional or expert competence; or

(B) As to which the particular person merits confidence;

(3) A committee of the Board of Directors of which the Director is not a member if the Director reasonably believes the committee merits confidence; or

(g) A director shall not be a trustee with respect to the nonprofit corporation or with respect to any property held or administered by the corporation, including property that may be subject to restrictions imposed by the donor or transferor of the property.

Section 4.18 *Failure to Act.* (a) If, under applicable law or the articles of incorporation or bylaws, there has been a failure to hold a meeting to take corporate action and the failure has continued for 30 days after the date designated or appropriate therefor, the Superior Court may summarily order a meeting to be held upon the application of any person entitled, either alone or in conjunction with other persons similarly seeking relief under this section, to call a meeting to consider the corporate action in issue.

(b) The Superior Court may determine the right to vote at the meeting of persons claiming that right, may appoint an individual to hold the meeting under such orders and powers as the Superior Court may consider proper, and may take such action as may be required to give due notice of the meeting and convene and conduct the meeting in the interests of justice.

Section 4.19 *Review of Contested Corporate Action.* A. Upon petition of a person whose status as, or whose rights or duties as, a member, delegate, director, member of a designated body, or officer of a corporation are or may be affected by any corporate action, the Superior Court may hear and determine the validity of the corporate action.

B. The Superior Court may make such orders in any such case as may be just and proper, with power to enforce the production of any books, papers and records of the corporation and other evidence that may relate to the issue. The Superior Court shall provide for notice of the pendency of the proceedings under this section to all persons affected thereby. If it is determined that no valid corporate action has been taken, the Superior Court may order a meeting to be held in accordance with [§ 29-401.21](#).

C. Subsection A. of this section shall not apply if the nonprofit corporation has provided in its articles of incorporation or bylaws for a means of resolving a challenge to a

corporate action, but the Superior Court may enforce the articles or bylaws if appropriate.

Section 4.20 *Mandatory Indemnification.* ADC shall indemnify a director or officer to the extent the director or officer was successful, on the merits or otherwise, in the defense of any proceeding to which the director or officer was a party because the director or officer was a director or officer of the corporation against reasonable expenses incurred by the director or officer in connection with the proceeding.

Section 4.21 *Permissible Indemnification (Directors).* (a) Except as otherwise provided in this section, ADC may indemnify an individual who is a party to a proceeding because he or she is or was a director against liability incurred in the proceeding if:

(1) The individual:

(A) Acted in good faith;

(B) Reasonably believed:

(i) In the case of conduct in an official capacity, that the conduct was in the best interests of the corporation; and

(ii) In all other cases, that the individual's conduct was at least not opposed to the best interests of the corporation; and

(C) In the case of any criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful; or

(2) The individual engaged in conduct for which broader indemnification has been made permissible or obligatory under a provision of the articles of incorporation, as authorized by § 29-402.02(b)(8).

(b) A director's conduct with respect to an employee benefit plan for a purpose the director reasonably believed to be in the interests of the participants in and the beneficiaries of the plan is conduct that satisfies the requirement of subsection (a)(1)(B)(ii) of this section.

(c) The termination of a proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, determinative that the director did not meet the relevant standard of conduct described in this section.

(d) Unless ordered by a court under § 29-406.54(a)(3), ADC shall not indemnify a director:

(1) In connection with a proceeding by or in the right of the corporation, except for reasonable expenses incurred in connection with the proceeding if it is determined that the director has met the relevant standard of conduct under subsection (a) of this section; or

(2) In connection with any proceeding with respect to conduct for which the director was adjudged liable on the basis that the director received a financial benefit to which the director was not entitled, whether or not involving action in an official capacity.

Section 4.22 *Determination and authorization of Indemnification.* (a) ADC shall not indemnify a director for permissible indemnification unless authorized for a specific proceeding after a determination has been made that indemnification of the director is permissible because the director has met the relevant standard of conduct set forth above.

(b) The determination shall be made:

(1) If there are 2 or more disinterested directors, by a majority vote of all the disinterested directors, a majority of whom will constitute a quorum for that purpose, or by a majority of the members of a committee of 2 or more disinterested directors appointed by such a vote;

(2) By special legal counsel:

(A) Selected in the manner prescribed in paragraph (1) of this subsection; or

(B) If there are fewer than 2 disinterested directors, selected by the board of directors, in which selection directors who do not qualify as disinterested directors may participate; or

(3) By the members.

(c) Authorization of indemnification shall be made in the same manner as the determination that indemnification is permissible, except that if there are fewer than 2 disinterested directors or if the determination is made by special legal counsel, authorization of indemnification shall be made by those entitled under subsection (b)(2)(B) of this section to select special legal counsel.

Section 4.23 *Advance for expenses.* (a) ADC may, before final disposition of a proceeding, advance funds to pay for or reimburse the reasonable expenses incurred by an individual who is a party to a proceeding because he or she is or was a director if the individual delivers to the corporation:

(1) An affirmation in the form of a record of his or her good faith belief that he or she has met the relevant standard of conduct described above for permissible indemnification or under a provision of the articles of incorporation as authorized by § 29-402.02(c); and

(2) An undertaking in the form of a record to repay any funds advanced if the individual is not entitled to mandatory indemnification under § 29-406.52 and it is ultimately determined under § 29-406.54 or § 29-406.55 that the individual has not met the relevant standard of conduct described in § 29-406.51.

(b) The undertaking required by subsection (a)(2) of this section shall be an unlimited general obligation of the director, but need not be secured and may be accepted without reference to the financial ability of the director to make repayment.

(c) Authorizations under this section shall be made:

(1) By the board of directors:

(A) If there are 2 or more disinterested directors, by a majority vote of all the disinterested directors, a majority of whom will constitute a quorum for that purpose, or by a majority of the members of a committee of 2 or more disinterested directors appointed by such a vote; or

(B) If there are fewer than 2 disinterested directors, by the vote necessary for action by the board in accordance with § 29-406.24(c), in which authorization directors who do not qualify as disinterested directors may participate; or

(2) By the members.

Section 4.24 Indemnification of Officers. (a) ADC may indemnify and advance expenses under this part to an officer of the corporation who is a party to a proceeding because he or she is or was an officer of the corporation:

(1) To the same extent as a director; and

(2) If he or she is an officer but not a director, to such further extent as may be provided by the articles of incorporation, the bylaws, a resolution of the board of directors, or contract, except for:

(A) Liability in connection with a proceeding by or in the right of the corporation other than for reasonable expenses incurred in connection with the proceeding; or

(B) Liability arising out of conduct that constitutes:

- (i) Receipt by the officer of a financial benefit to which the officer is not entitled;
- (ii) An intentional infliction of harm on the corporation or the members; or
- (iii) An intentional violation of criminal law.

(b) Subsection (a)(2) of this section shall apply to an officer who is also a director if the basis on which he or she is made a party to the proceeding is an act or omission solely as an officer.

(c) An officer of a corporation who is not a director shall be entitled to mandatory indemnification under § 29-406.52, and may apply to a court under § 29-406.54 for indemnification or an advance for expenses, in each case to the same extent to which a director may be entitled to indemnification or advance for expenses under those provisions.

Section 4.25 Insurance. ADC may purchase insurance on behalf of an individual who is or was a director or officer of the corporation, or who, while a director or officer of the corporation, serves or served at the corporation's request as a director, officer, partner, trustee, employee, or agent of another domestic or foreign corporation, partnership, joint venture, trust, employee benefit plan, or other entity, against liability asserted against or incurred by the individual in that capacity or arising from the individual's status as a director or officer, whether or not the corporation would have power to indemnify or advance expenses to the individual against the same liability under this part.

Section 4.26 Variation of Indemnification. (a) ADC may, by a provision in its articles of incorporation or bylaws or in a resolution adopted or a contract approved by its board of directors or members, obligate itself in advance of the act or omission giving rise to a proceeding to provide indemnification as permitted by § 29-406.51 or advance funds to pay for or reimburse expenses as permitted by § 29-406.53. An obligatory provision satisfies the requirements for authorization referred to in §§ 29-406.53(c) and 29-406.55(c). Any such provision that obligates the corporation to provide indemnification to the fullest extent permitted by law shall obligate the corporation to advance funds to pay for or reimburse expenses in accordance with § 29-406.53 to the fullest extent permitted by law, unless the provision specifically provides otherwise.

(b) Any provision pursuant to subsection (a) of this section shall not obligate ADC to indemnify or advance expenses to a director of a predecessor of the corporation, pertaining to conduct with respect to the predecessor, unless otherwise specifically provided. Any provision for indemnification or advance for expenses in the organic records, articles of incorporation, bylaws, or a resolution of the governors, board of directors, members or interest holders of a predecessor of the corporation in a fundamental transaction, or in a contract to which the predecessor is a party, existing at the time the fundamental transaction takes effect, shall be governed by:

- (1) Section 29-407.05(a)(2) in the case of a domestication;

- (2) Section 29-204.06(a)(3) in the case of a for-profit conversion;
- (3) Section 29-204.06(a)(3) in the case of a foreign for-profit domestication and conversion;
- (4) Section 29-204.06(a)(3) in the case of an entity conversion; or
- (5) Section 29-409.07(a)(4) in the case of a merger involving only nonprofit corporations, or § 29-202.06(a)(4) in the case of a merger involving another type of entity.

(c) ADC may, by a provision in its articles of incorporation or bylaws, limit any of the rights to indemnification or advance for expenses created by or pursuant to this part.

(d) This part shall not limit ADC's power to pay or reimburse expenses incurred by a director or an officer in connection with appearance as a witness in a proceeding at a time when the director or officer is not a party.

(e) ADC may indemnify, advance expenses to, or provide or maintain insurance on behalf of an employee, agent, or volunteer.

(f) In no case, however, shall ADC indemnify, reimburse, or insure any person for any taxes imposed on such individual under chapter 42 of the Internal Revenue Code of 1986, as now in effect or as may hereafter be amended (hereinafter, "the Code"). Further, if at any time ADC is deemed to be a private foundation within the meaning of section 509 of the Code then, during such time, no payment shall be made under this Section if such payment would constitute an act of self-dealing or a taxable expenditure, as defined in sections 4941(d) or 4915(d), respectively, of the Code

Section 4.27 Conflicting Interest Transactions, Voidability. (a) A contract or transaction between ADC and one or more of its members, directors, members of a designated body, or officers or between ADC and any other entity in which one or more of its directors, members of a designated body, or officers are directors or officers, hold a similar position, or have a financial interest, shall not be void or voidable solely for that reason, or solely because the member, director, member of a designated body, or officer is present at or participates in the meeting of the board of directors that authorizes the contract or transaction, or solely because his or their votes are counted for that purpose, if:

(1) The material facts as to the relationship or interest and as to the contract or transaction are disclosed or are known to the board of directors and the board in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors even though the disinterested directors are less than a quorum;

(2) The material facts as to the relationship or interest of the member, director, or officer and as to the contract or transaction are disclosed or are known to the members entitled to vote thereon, if any, and the contract or transaction is specifically approved in good faith by vote of those members; or

(3) The contract or transaction is fair as to ADC as of the time it is authorized, approved, or ratified by the board of directors or the members.

(b) Common or interested directors may be counted in determining the presence of a quorum at a meeting of the board that authorizes a contract or transaction specified in subsection (a) of this section.

(c) This section shall be applicable except as otherwise restricted in the articles of incorporation or bylaws.

Section 4.28 Immunity for Civil Liability for Volunteer of Corporation. (a) For the purposes of this section, the term "volunteer" means an officer, director, trustee, or other person who performs services for ADC and who does not receive compensation other than reimbursement of expenses for those services.

(b) Any person who serves as a volunteer of ADC shall be immune from civil liability except if the injury or damage was a result of:

- (1) The willful misconduct of the volunteer;
- (2) A crime, unless the volunteer had reasonable cause to believe that the act was lawful;
- (3) A transaction that resulted in an improper personal benefit of money, property, or service to the volunteer; or
- (4) An act or omission that is not in good faith and is beyond the scope of authority of ADC pursuant to this chapter or the corporate charter.

(c) This section shall apply only if ADC maintains liability insurance with a limit of coverage of not less than \$200,000 per individual claim and \$500,000 per total claims that arise from the same occurrence.

(d) This section shall not exempt ADC from liability for the conduct of the volunteer, but ADC shall be liable only to the extent of the applicable limit of insurance coverage it maintains.

Section 4.29 Limited Liability for Employee of ADC. (a) For the purposes of this section, the term "employee" means a person regularly employed to perform a service for a salary or wages.

(b) Except as provided in subsections (c) and (d) of this section, an employee of ADC shall not be held personally liable in damages for any acts or omissions in providing services or performing duties on behalf of ADC in an amount greater than the amount of total compensation, other than reimbursement of expenses, received from ADC for performing those services or duties during the 12 months immediately preceding the act or omission for which liability was imposed.

(c) The limitation of liability in this section shall not apply if the injury or damage was a result of:

- (1) The willful misconduct of the employee;
- (2) A crime, unless the employee had reasonable cause to believe that the act was lawful;
- (3) A transaction that resulted in an improper personal benefit of money, property, or service to the employee;
- (4) An act or omission that is not in good faith and is beyond the scope of authority of ADC pursuant to this chapter or the articles of incorporation.

(d) The limitation of liability in this section does not apply to any licensed professional employee operating in his or her professional capacity.

(e) This section shall not exempt ADC from liability, but ADC is liable only to the extent of the applicable limit of insurance coverage it maintains.

Section 4.30 *Loans to Directors or Officers.* The corporation shall not lend money to or guarantee the obligation of a director or officer of the corporation, except for (1) An advance to pay reimbursable expenses reasonably expected to be incurred by a director or officer; (2) An advance to pay premiums on life insurance if the advance is secured by the cash value of the policy; (3) any other advances allowed pursuant to the nonprofit corporation law ; (4) Loans or advances pursuant to employee benefit plans; (5) A loan secured by the principal residence of an officer; or (6) A loan to pay relocation expenses of an officer.

The fact that a loan or guarantee is made in violation of law and this section of the bylaws shall not affect the borrower's liability on the loan.

Section 4.31 *Resignation and Removal of Officers.* (a) An officer may resign at any time by delivering notice to the nonprofit corporation. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective time. If a resignation is made effective at a later time and the board of directors or the appointing officer accepts the future effective time, the board or the appointing officer may designate a successor before the effective time if the board or the appointing officer provides that the successor does not take office until the effective time.

(b) Except as otherwise provided in the articles of incorporation or bylaws, an officer may be removed at any time with or without cause by:

- (1) The board of directors;
- (2) The officer who appointed the officer being removed, unless the board provides otherwise; or
- (3) Any other officer authorized by the articles, the bylaws, or the board.

(c) For the purposes of this section, the term "appointing officer" means the officer, including any successor to that officer, who appointed the officer resigning or being removed.

ARTICLE V DUTIES OF OFFICERS

Section 5.01 *Executive Committee.* The Board shall appoint an Executive Committee to supervise the administration of the National Office, its staff and activities. The Executive Committee shall be comprised of the Chair, Secretary and Treasurer of the Board, and any other individuals appointed at the Board's discretion.

Section 5.02 *Chair.* The Chair of the Board shall preside at all meetings of the members and of the Board of Directors at which the Chair is present, and perform whatever other duties are necessary and appropriate to fulfill the objectives of ADC and perform the obligations of such office as the Board may designate.

Section 5.03 *Vice-Chair.* In the event that the Chair is unable to perform the duties of the office, the Vice-Chair shall assume the duties of the Chair, and when so acting, shall have all the powers of and be subject to all the restrictions upon, the Chair. The Vice-Chair shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe by resolution, or as the Chair may from time to time provide, subject to the powers and supervision of the Board.

Section 5.04 *Secretary.* The Secretary shall be responsible for preparing or supervising the preparation of the minutes of the meetings of the board of directors and the members, and for maintaining and authenticating the records of the corporation required to be kept under § 29-413.01(a) and (e), and shall give or cause to be given all notices in accordance with these Bylaws or as required by law, and in general, shall perform all duties customary to the office of Secretary. The Secretary shall have custody of the corporate seal of the Organization, and the Secretary shall have authority to affix the same to any instrument requiring it; and, when so affixed, it may be attested by the Secretary's signature. [

Section 5.05 *Treasurer.* The Treasurer shall have the custody of, and be responsible for, all funds of the Organization. The Treasurer shall keep or cause to be kept complete and accurate, accounts of receipts and disbursements of the Organization, and shall deposit all monies and other valuable property of the Organization in the name and to the credit of the Organization in such banks or depositories as the Board may designate. Whenever required by the Board, the Treasurer shall render a statement of accounts. The Treasurer shall at all reasonable times exhibit the books and accounts to any officer or director of the Organization, and shall perform all duties incident to the office of Treasurer, subject to the supervision of the Board, and such other duties as shall from time to time be assigned by the Board. The Treasurer shall, if required by the Board, give such bond or security for the faithful performance of the duties of the office.

ARTICLE VI President/Executive Director

Section 6.01 Other Agents and Employees. The Board of Directors shall appoint an agent and employee, who shall hold office at the discretion of the Board of Directors, and shall have such authority, perform such duties and receive such reasonable compensation, if any, as a majority of the Board of Directors may, from time to time, determine. No such other agent or employee need be a Director of the Corporation. Said agent and employee shall be given the title President/Executive Director.

Section 6.02 Removal. President/Executive Director of the Corporation may be removed, with or without cause, by a vote of the majority of the entire Board of Directors.

Section 6.03 President/Executive Director: Powers and Duties. The Executive Director shall have such powers and duties as may be assigned to him or her by the Board of Directors, pertaining to the maintenance, management and conduct of this organization, consistent with the Articles of Incorporation and the By-Laws of this organization. The Executive Director shall attend all meetings of the Board of Directors, except that the Executive Director may be asked, by the Board of Directors in their discretion, not to attend any portions of such meetings in which the Executive Director is the subject matter of discussion by the Board of Directors.

Section 6.04 Compensation. The Executive Director and any other employee or agent of the Corporation is authorized to receive a reasonable salary or other reasonable compensation for services rendered to the Corporation when authorized by a majority of the Board of Directors, and only when so authorized.

Section 6.05 Employee Not to Chair Board Meetings. No employee of the corporation shall serve as chair of the board or hold any other title with similar responsibilities.

ARTICLE VII ANNUAL, REGULAR AND SPECIAL MEMBER MEETINGS

Section 7.01 Annual or Regular Meeting. (a) An Annual or Regular Meeting of the Members of ADC (hereinafter the “Annual Membership Meeting”) shall be held annually or regularly (if necessary), respectively, at the corporation’s principal office or a place and at a date and time designated by the Board.

(b) The business of the Annual Membership Meeting shall be as follows:

1. To announce election results, and present the newly constituted Board to the Members;
2. To present an annual fiscal report;
3. To present any reports as shall be prepared by any standing committees designated by the Board pursuant to these Bylaws; and

4. To conduct any other business deemed to be appropriate at the discretion of the Board.

(c) Special meetings of the Members may be called by either the Chair or the Board or if the holders of at least 25% of all the votes entitled to be cast on an issue proposed to be considered at the proposed special meeting sign, date, and deliver to the corporation one or more demands in the form of a record for the meeting describing the purpose for which it is to be held.

1. Unless otherwise provided in the articles of incorporation or bylaws, a demand for a special meeting may be revoked by notice to that effect received by the membership corporation from the members calling the meeting prior to the receipt by the corporation of demands sufficient in number to require the holding of a special meeting.

2. If not otherwise fixed under § 29-405.03 or § 29-405.07, the record date for determining members entitled to demand a special meeting shall be the date the first member signs a demand.

3. Except as otherwise provided in subsection 5 of this section, special meetings of the members may be held in or outside of the District at the place stated in or fixed in accordance with the articles of incorporation or bylaws. If no place is stated or fixed in accordance with the articles or bylaws, special meetings shall be held at the corporation's principal office.

4. Only business within the purpose or purposes described in the meeting notice required by § 29-405.05(c) may be conducted at a special meeting of the members.

5. The articles of incorporation or bylaws may provide that a special meeting of members does not need to be held at a geographic location if the meeting is held by means of the Internet or other electronic communications technology in a fashion pursuant to which the members have the opportunity to read or hear the proceedings substantially concurrently with their occurrence, vote on matters submitted to the members, pose questions, and make comments.

(d) Court-ordered meeting. The Superior Court may summarily order a meeting to be held on application of:

(1) Any member entitled to participate in an annual or regular meeting if an annual meeting was not held within the earlier of 6 months after the end of the corporation's fiscal year or 15 months after its last annual meeting; or

(2) A member who signed a demand for a special meeting under § 29-405.02, if:

(A) Notice of the special meeting was not given within 30 days after the date the demand was delivered to the corporation's secretary; or

(B) The special meeting was not held in accordance with the notice.

(e) The Superior Court may fix the time and place of the meeting, determine the members entitled to participate in the meeting, specify a record date for determining members entitled to notice of and to vote at the meeting, prescribe the form and content of the meeting notice, fix the quorum required for specific matters to be considered at the meeting, or direct that the votes represented at the meeting constitute a quorum for action on those matters, and enter other orders necessary to accomplish the purpose of the meeting.

(f) Notice of meeting. (1) A membership corporation shall give notice to the members of the date, time, and place of each annual, regular, or special meeting of the members. The notice shall be given no fewer than 10 nor more than 60 days before the meeting date. Except as otherwise provided in this chapter, the articles, or the bylaws, the corporation shall give notice only to members entitled to vote at the meeting.

(2) Notice of a special meeting shall include a description of the purpose for which the meeting is called.

(3) If not otherwise fixed under § 29-405.03 or § 29-405.07, the record date for determining members entitled to notice of and to vote at an annual or special meeting of the members is the day before the first notice is given to members.

(4) Unless the articles of incorporation or bylaws require otherwise, if an annual, regular, or special meeting of the members is adjourned to a different date, time, or place, notice need not be given of the new date, time, or place if the new date, time, or place is announced at the meeting before adjournment. If a new record date for the adjourned meeting is or must be fixed under § 29-405.07, notice of the adjourned meeting shall be given under this section to the members entitled to vote on the new record date.

(5) Written or printed notice stating the date, place, time and purpose(s) of such member meetings, including special meetings shall be delivered by mail to each Member or with a commercial delivery service whose annual dues are paid for the year in question. Notice shall be deemed to have been delivered upon deposit in a United States mailbox, provided that such notice is correctly addressed to the member's address shown in the corporation's current record of members, and postage or delivery charge is prepaid. Notice in the form of a record by a membership corporation to a member shall be effective when given if the notice is delivered in any

other manner that the member has authorized. Oral notice shall be effective when communicated, if communicated in a comprehensible manner.

(6) Waiver of notice. A. A member may waive any notice required whether by statute, the articles of incorporation, or the bylaws before or after the date and time stated in the notice or of the meeting or action. The waiver shall be in the form of a record, be signed by the member entitled to the notice, and be delivered to the membership corporation for inclusion in the minutes or filing with the corporate records.

B. The attendance of a member at a meeting waives objection to:

(i) Lack of notice or defective notice of the meeting, unless the member at the beginning of the meeting objects to holding the meeting or transacting at the meeting;

(ii) Consideration of a particular matter at the meeting that is not within the purpose described in the meeting notice, unless the member objects at the meeting to considering the matter.

(7) Record Date. A. The articles of incorporation or bylaws may fix or provide the manner of fixing the record date to determine the members entitled to notice of a meeting of the members, to demand a special meeting, to vote, or to take any other action. If the articles or bylaws do not fix or provide for fixing a record date, the board of directors of the membership corporation may fix a future date as the record date.

B. A record date fixed under this section shall not be more than 70 days before the meeting or action requiring a determination of members.

C. A determination of members entitled to notice of or to vote at a meeting of the members shall be effective for any adjournment of the meeting unless the board of directors fixes a new record date, which it shall do if the meeting is adjourned to a date more than 120 days after the date fixed for the original meeting.

D. If a court orders a meeting adjourned to a date more than 120 days after the date fixed for the original meeting, it may provide that the original record date continues in effect or it may fix a new record date.

(8) Conduct of meeting. A. At each meeting of members, an individual shall preside as chair. The chair shall be appointed:

(i) As provided in the articles of incorporation or bylaws;

(ii) In the absence of a provision in the articles or bylaws, by the board of directors; or

iii) In the absence of both a provision in the articles or bylaws and an appointment by the board, by the members at the meeting.

B. Except as otherwise provided in the articles of incorporation or bylaws, the chair shall determine the order of business and has the authority to establish rules for the conduct of the meeting.

C. Any rules adopted for, and the conduct of, the meeting shall be fair to the members.

D. The chair of the meeting shall announce at the meeting when the polls close for each matter voted upon. If no announcement is made, the polls shall be deemed to have closed upon the final adjournment of the meeting. After the polls close, no ballots, proxies, or votes, or any otherwise permissible revocations or changes thereto, shall be accepted.

(9) Action by ballot. A. Except as otherwise restricted by the articles of incorporation or bylaws, any action that may be taken at any annual, regular, or special meeting of members may be taken without a meeting if the membership corporation delivers a ballot to every member entitled to vote on the matter.

B. A ballot shall:

(i) Be in the form of a record;

(ii) Set forth each proposed action;

(iii) Provide an opportunity to vote for, or withhold a vote for, each candidate for election as a director; and

(iiii) Provide an opportunity to vote for or against each other proposed action.

C. Approval by ballot pursuant to this section of action other than election of directors shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

D. All solicitations for votes by ballot shall:

(i) Indicate the number of responses needed to meet the quorum requirements;

(ii) State the percentage of approvals necessary to approve each matter other than election of directors; and

(iii) Specify the time by which a ballot must be received by the membership corporation in order to be counted.

E. Except as otherwise provided in the articles of incorporation or bylaws, a ballot shall not be revoked.

(g) With respect to electronic communications:

(1) Unless otherwise provided in the articles of incorporation or bylaws, or otherwise agreed between the sender and the recipient, an electronic communication is received when:

(A) It enters an information processing system that the recipient has designated or uses for the purpose of receiving electronic records or information of the type sent and from which the recipient is able to retrieve the electronic record; and

(B) It is in a form capable of being processed by that system.

(2) An electronic communication is received under paragraph (1) of this subsection even if no individual is aware of its receipt.

(3) Receipt of an electronic acknowledgment from an information processing system described in paragraph (1) of this subsection establishes that a record was received but, by itself, does not establish that the content sent corresponds to the content received.

(4) An authorization by a member of delivery of notices or communications by email or similar electronic means may be revoked by the member by notice to the nonprofit corporation in the form of a record. The authorization shall be deemed revoked if:

(A) The corporation is unable to deliver 2 consecutive notices or other communications to the member in the manner authorized; and

(B) The inability becomes known to the secretary or other person responsible for giving the notice or other communication, but the failure to treat the inability as a revocation shall not invalidate any meeting or other action.

(h) **Members list for meeting.** 1. After fixing a record date for a meeting, a membership corporation shall prepare an alphabetical list of the names of all its members that are entitled to notice of that meeting of the members. The list shall show the address of and number of votes each member is entitled to cast at the meeting.

2. The list of members shall be available for inspection by any member, beginning 2 business days after notice of the meeting is given for which the list was prepared and continuing through the meeting, at the membership corporation's principal office or at a place identified in the meeting notice in the city where the meeting will be held. A member or the member's agent shall be entitled on demand in the form of a record to inspect and, subject to the requirements of § 29-413.02(c), to copy the list, during regular business hours and at the member's expense, during the period it is available for inspection.

3. The membership corporation shall make the list of members available at the meeting, and a member or the member's agent is entitled to inspect the list at any time during the meeting or any adjournment.

4. If a membership corporation refuses to allow a member or the member's agent to inspect the list of members before or at the meeting, or copy the list as permitted by subsection (b) of this section, the Superior Court on application of the member, may:

A. Summarily order the inspection or copying at the corporation's expense;

B. Postpone the meeting for which the list was prepared until the inspection or copying is complete;

C. Order the corporation to pay the member's costs, including reasonable attorney's fees, incurred to obtain the order; and

D. Order other appropriate relief.

5. Refusal or failure to prepare or make available the list of members shall not affect the validity of action taken at the meeting.

6. Instead of making the list of members available as provided in subsection (b) of this section, a membership corporation may state in a notice of meeting that the corporation has elected to proceed under this subsection. A member of a corporation that has elected to proceed under this subsection shall state in the member's demand for inspection a proper purpose for which inspection is demanded. Within 10 business days after receiving a demand under this subsection, the corporation shall deliver to the member making the demand an offer of a reasonable alternative method of achieving

the purpose identified in the demand without providing access to or a copy of the list of members. An alternative method that reasonably and in a timely manner accomplishes the proper purpose set forth in the demand relieves the corporation from making the list of members available under subsection (b) of this section, unless within a reasonable time after acceptance of the offer the corporation fails to do the things it offered to do. Any rejection of the corporation's offer shall be in the form of a record and shall indicate the reasons the alternative proposed by the corporation does not meet the proper purpose of the demand.

(i) Voting may be conducted by mail on any matter, which is submitted to the Members for a vote. Ballots shall be mailed to all Voting Members not less than thirty (30) days prior to the return date established by the Board for tabulating the votes. An affirmative vote by a majority of those casting ballots shall be sufficient to pass any measure(s).

(j) Proxies. A. Except as otherwise provided in the articles of incorporation or bylaws, a member may vote in person or by proxy.

B. A member or the member's agent or attorney-in-fact may appoint a proxy to vote or otherwise act for the member by signing an appointment form in the form of a record. An appointment form shall contain or be accompanied by information from which it can be determined that the member or the member's agent or attorney-in-fact authorized the appointment of the proxy.

C. An appointment of a proxy shall be effective when a signed appointment in the form of a record is received by the inspectors of election, the officer or agent of the membership corporation authorized to tabulate votes, or the secretary. An appointment shall be valid for 11 months unless a longer period, which may not exceed 3 years, is expressly provided in the appointment form.

D. The death or incapacity of the member appointing a proxy shall not affect the right of the membership corporation to accept the proxy's authority unless notice of the death or incapacity is received by the inspectors of election, the officer or agent authorized to tabulate votes, or the secretary before the proxy exercises his authority under the appointment.

E. Subject to § 29-405.23 and to any express limitation on the proxy's authority stated in the appointment form, a membership corporation may accept the proxy's vote or other action as that of the member making the appointment.

(k) Acceptance of votes. 1. If the name signed on a ballot, consent, waiver, or proxy appointment corresponds to the name of a member, the membership corporation if acting in good faith may accept the ballot, consent, waiver, or proxy appointment and give it effect as the act of the member.

2. If the name signed on a ballot, consent, waiver, or proxy appointment does not correspond to the name of its member, the membership corporation if acting in good faith may nevertheless accept the ballot, consent, waiver, or proxy appointment and give it effect as the act of the member if:

A. The member is an entity and the name signed purports to be that of an officer or agent of the entity;

B. The name signed purports to be that of an administrator, executor, guardian, or conservator representing the member and, if the corporation requests, evidence of fiduciary status acceptable to the corporation has been presented with respect to the ballot, consent, waiver, or proxy appointment;

C. The name signed purports to be that of a receiver or trustee in bankruptcy of the member and, if the corporation requests, evidence of this status acceptable to the corporation has been presented with respect to the ballot, consent, waiver, or proxy appointment;

D. The name signed purports to be that of a beneficial owner or attorney-in-fact of the member and, if the corporation requests, evidence acceptable to the corporation of the signatory's authority to sign for the member has been presented with respect to the ballot, consent, waiver, or proxy appointment; or

E. Two or more persons are the member as co-tenants or fiduciaries and the name signed purports to be the name of at least one of the co-owners and the person signing appears to be acting on behalf of all the co-owners.

3. The membership corporation may reject a ballot, consent, waiver, or proxy appointment if the secretary or other officer or agent authorized to tabulate votes, acting in good faith, has reasonable basis for doubt about the validity of the signature on it or about the signatory's authority to sign for the member.

4. The membership corporation and its officer or agent that accepts or rejects a ballot, consent, waiver, or proxy appointment in good faith and in accordance with the standards of this section or § 29-405.22(b) shall not be liable in damages to the member for the consequences of the acceptance or rejection.

5. Corporate action based on the acceptance or rejection of a ballot, consent, waiver, or proxy appointment under this section shall be valid unless a court of competent jurisdiction determines otherwise.

**ARTICLE VIII
NATIONAL ADVISORY BOARD**

Section 8.01 *Establishment and Composition.* (a) A National Advisory Board shall be established to guide and advise the Board and the President in defining the priorities of ADC and attaining its objectives.

(b) Members of the National Advisory Board shall be appointed by majority vote of the Board, and the tenure of each Member shall be left to the discretion of the Board.

Section 8.02 *Meetings.* (a) An annual meeting of the National Advisory Board shall be held at the same time and place as the Annual Meeting of ADC.

(b) Special meetings of the National Advisory Board may be called by or at the request of the Board or the Chair of the Board, and shall be held at the National Office or at such place and time as may be designated at the Board's discretion.

**ARTICLE IX
AMENDMENT**

Section 9.01 *Amendments to the Certificate of Incorporation.* The Certificate of Incorporation may be amended by the members of the Board pursuant to the provisions of the laws of the District of Columbia governing the operation of Not-for-Profit Corporations.

Section 9.02 *Amendments to the Bylaws.* (a) Any Bylaw adopted by the Board may be amended or repealed by a simple majority vote of the Board Members or of the Voting Members entitled to vote thereon as herein provided. A bylaw that increases a quorum or voting requirement for the board of directors may be amended or repealed if adopted by the board of directors, either by the members or by the board of directors. An amendment to the articles of incorporation or bylaws that adds, changes, or deletes a greater quorum or voting requirement shall meet the same quorum requirement and be adopted by the same vote and voting groups required to take action under the quorum and voting requirements then in effect.

(b) If any Bylaw regulating an impending election of a Board Member is adopted, amended or repealed by the Board, there shall be set forth in the notice of the next meeting of Board Members for the election of Members of the Board the Bylaw so adopted, amended or repealed, together with a concise statement of the changes made.

EXHIBIT J.



Ed Hasan <ed@sumudpod.com>

Memorandum Regarding Proposed Confidentiality Agreement and By-Laws

1 message

Ed Hasan <ed@sumudpod.com>

Wed, Apr 8, 2026 at 2:17 PM

To: ADC Chairman <chairman@adc.org>

Cc: doaa.taha@hotmail.com, barqawi@aol.com, ihawatmeh01@aol.com, Rick Shadyac <rshadyac@gmail.com>, Hani Khoury <hani@awadkhoury.com>, Abed Awad <awadabed2000@yahoo.com>, Denyse Sabagh <dsabagh@duanemorris.com>, "Makhoury@aol. com" <makhoury@aol.com>, Souhail Toubia <souhail@elevatumfarms.com>, Abed Ayoub <aayoub@adc.org>

Dear Board Members:

I have received the proposed Confidentiality Agreement and National By-Laws of ADC and have reviewed them in consultation with my attorney. Attached is a memorandum outlining my concerns.

Regards,
Ed Hasan

 **2026.04.08 Memo to ADC Board from Ed Hasan.pdf**
115K

MEMO

TO: Board of Directors, The American-Arab Anti-Discrimination Committee
FROM: Ed Hasan, Board Member
RE: Concerns Regarding Proposed Agreements and ADC Governance

I have received the proposed Confidentiality Agreement and National By-Laws of The American-Arab Anti-Discrimination Committee (“ADC”). I have conferred with my attorney and have the following concerns with the documents:

1. Confidentiality Agreement

- The Confidentiality Agreement is overbroad and would bar Board Members from speaking about the ADC even in furtherance of its own mission.
- Under DC nonprofit law, Board Members are already bound by the duties of loyalty and obedience, requiring them to act in the organization's best interests and in furtherance of its mission. The attempt to impose obligations mirroring these duties is redundant and unnecessary, as these obligations exist regardless of any signed agreement.
- **Article 2** – The current terms are overbroad and restrictive to the point where it would hinder the Organization’s operations and furtherance of the mission.
- **Article 3** - Article 3's restrictions on discussing the mission or donors would prevent Board Members from contacting donors or hosting fundraising events, making routine organizational work a breach of the agreement.
- **Article 6** – Article 6 has two significant issues. First, condition (iii) releases any breaching party from liability, rendering the agreement unenforceable against the very conduct it seeks to prevent. Second, the unrestricted right to inspect devices invites abuse and raises serious privacy concerns. Significant procedural safeguards must be established before any such inspection can occur.
- **Article 7** – Governing law should match the venue for any dispute. Given that the ADC is a District of Columbia corporation, the proper venue is the courts of the District of Columbia (not Texas, which has little connection of the organizational operation).

2. NATIONAL BY-LAWS of the AMERICAN-ARAB ANTI-DISCRIMINATION COMMITTEE

- The By-Laws are written to provide significant power to the Board of Directors based on a simple majority vote, when two-thirds is far more common in governance of non-profit mission driven organizations. A simple majority vote could be utilized to take control of the organization over significant dissent per **Section 9.02**.

- **Section 3.03** does not state who has the power to dictate disposition of assets without member approval. Also, gives too much power without oversight.
- While **Section 4.08(c)** provides for member complaints against Board Members to be initiated, there is no mechanism in the bylaws for the Member to submit the complaint, making this provision toothless.
- While the By-Laws reference the “Superior Court” repeatedly, that term is not defined within the bylaws. This, combined with to failure to include defined venue, governing law, and other dispute resolution provisions, creates a potential inability for the ADC to protect itself.
- The indemnification provisions contained in **Section 4.20 and 4.21** are cause for concern as they provide for widespread indemnification and no ability for the ADC to recover if it is determined that the indemnification was in error.
- There are significant governance provisions missing, including but not limited to the ability of the membership to remove the Board or propose other corporate acts.

Given these gaps, I have significant concerns that these documents were AI-generated without the input from an attorney experienced in non-profit governance.

Putting these documents forward to be signed now, when there are multiple potential investigations on the horizon for Board Member misconduct, creates a chilling effect on future whistleblowers and raises serious questions about whether the timing is designed to preemptively limit liability or suppress testimony before those investigations can proceed. Given the ADC’s mission, this seems to run contrary to the stated mission we all seek to achieve

Further, as of the date of this letter, I have not received any response to the questions I provided via email on April 6, 2025. These response to these questions, which implicate significant procedural questions regarding the investigation, are vital to ensure that a truly neutral process is conducted in resolving any investigations.

These concerns make it so I in good conscience cannot sign the Confidentiality Agreement or approve of the proposed National Bylaws. Nor can I recommend any other Board Member or Director do so.

EXHIBIT K.



Ed Hasan <ed@sumudpod.com>

Fwd: "Bylaws" that you provided

1 message

Abed Ayoub <abedayoub@gmail.com>
To: "Dr. Ed Hasan" <ed@sumudpod.com>

Tue, Apr 21, 2026 at 9:16 AM

Ed,

I'd appreciate your input. Safa has asked that I send an email indicating that sharing the 2011 bylaws was my mistake and that the governing version is the 2016 bylaws, as amended in April 2022. However, the 2011 version is the copy I had on file, and the updated version was not on my system, so I would not characterize this as a mistake. He also suggested that prior versions be destroyed.

-abed

Sent from my iPhone

Begin forwarded message:

From: Abed Ayoub <aayoub@adc.org>
Date: April 20, 2026 at 3:38:00 PM EDT
To: ADC Chairman <chairman@adc.org>
Cc: Nabil Mohamad <nmohamad@adc.org>, doaa.taha@hotmail.com, ihawatmeh01@aol.com, barqawi@aol.com, makhoury@aol.com, Souhail Toubia <souhail@elevatumfarms.com>, Hani Khoury <hani@awadkhoury.com>, DENYSE SABAGH <dsabagh@duanemorris.com>, Abed Awad <awadabed2000@yahoo.com>
Subject: RE: "Bylaws" that you provided

Dr. Safa,

The bylaws that I emailed are the ones that I had as most recent on my computer. They were the most recent bylaws I had been using and I attached them. They are the same ones that I emailed to David back in March of 2025, and have worked off of prior to that.

These are not altered bylaws – I did not intentionally go in and alter the bylaws. These are an old version of the bylaws which were sent out. I will ensure that the most recent version of the bylaws is what will be used moving forward.

-Abed

Abed A. Ayoub, Esq.

National Executive Director

American-Arab Anti-Discrimination Committee (ADC)

910 17th Street NW, Suite 1000

Washington, D.C. 20006

Phone: 202-244-2990

Truly Arab, Fully American.

Barred in the state of Michigan and District of Columbia

STATEMENT OF CONFIDENTIALITY: This message is being sent by an attorney. The contents of this email message and any attachments are confidential and are intended solely for the addressee. The information may also be legally privileged. This transmission is sent in trust, for the sole purpose of delivery to and use by the intended recipient. If you have received this transmission in error, any use, reproduction or dissemination of this transmission is strictly prohibited. If you are not the intended recipient, you should immediately stop reading this message and delete this message and its attachments, if any. You should immediately notify the sender by reply to this email. Email is covered by the Electronic Communications Privacy Act, 18 USC 2510-2521 and is legally privileged. Any unauthorized reading, distribution, copying or other use of this communication, or its attachments, is strictly prohibited.

From: ADC Chairman <chairman@adc.org>
Sent: Monday, April 20, 2026 3:21 PM
To: Abed Ayoub <aayoub@adc.org>
Cc: Nabil Mohamad <nmohamad@adc.org>; doaa.taha@hotmail.com; ihawatmeh01@aol.com; barqawi@aol.com; Makhoury@aol.com <makhoury@aol.com>; Souhail Toubia <souhail@elevatumfarms.com>; Hani Khoury <hani@awadkhoury.com>; DENYSE SABAGH <dsabagh@duanemorris.com>; Abed Awad <awadabed2000@yahoo.com>
Subject: "Bylaws" that you provided

Abed

FYI the response of Nabil below who you claimed has your version of the "Bylaws".

At this stage you are the only one in possession of the altered bylaws. Please explain how that happen?

In the meantime, please destroy your version of the altered bylaws. Please confirm

Safa

From: Nabil <nmohamad@adc.org>
Date: Monday, April 20, 2026 at 12:24 PM
To: ADC Chairman <chairman@adc.org>
Cc: Ayoub Abed <abed@adc.org>, Doaa Taha <doaa.taha@hotmail.com>, 'Sam Hawatmeh' <ihawatmeh01@aol.com>, Tawfiq Barqawi <barqawi@aol.com>, "Makhoury@aol.com" <makhoury@aol.com>, DENYSE SABAGH <dsabagh@duanemorris.com>, Hani Khoury <hani@awadkhoury.com>, Souhail Toubia <souhail@elevatumfarms.com>, Abed Awad <awadabed2000@yahoo.com>
Subject: Re: Bylaws that you provided

Hi Dr. Safa,

Attached is the copy we have been using since 2022. This copy was shared most recently (1/9/2026) with Tayyab and Abed. Let me know of any questions you may have.

Best,

Nabil Mohamad

[Support ADC](#)

American-Arab Anti-Discrimination Committee (ADC)
[910 17th Street NW, Suite 1000](#)
Washington, DC 20006

"Leave a legacy that inspires others to dream, believe, and achieve".

Casey Kasem

From: ADC Chairman <chairman@adc.org>
Sent: Monday, April 20, 2026 12:16 PM
To: Nabil Mohamad <nmohamad@adc.org>
Cc: Ayoub Abed <abed@adc.org>; doaa.taha@hotmail.com <doaa.taha@hotmail.com>;
ihawatmeh01@aol.com <ihawatmeh01@aol.com>; barqawi@aol.com <barqawi@aol.com>;
Makhoury@aol.com <makhoury@aol.com>; DENYSE SABAGH
<dsabagh@duanemorris.com>; Hani Khoury <hani@awadkhoury.com>; Souhail Toubia
<souhail@elevatumfarms.com>; Abed Awad <awadabed2000@yahoo.com>
Subject: FW: Bylaws that you provided

Nabil

Can you please provide me with the Bylaws copy that you have and the last time you circulated and to who?

Thanks

Safa

From: "Abed A. Ayoub, Esq. " <aayoub@adc.org>
Date: Monday, April 20, 2026 at 11:25 AM
To: ADC Chairman <chairman@adc.org>
Subject: Re: Bylaws that you provided

Good morning,

Catching up on emails. The version I sent is the one we have. It's the same version Nabil uses, and only version I have on my computer/inbox.

This is why we are moving to a central platform for all board/governance documents.

-abed

Sent from my iPhone

On Apr 19, 2026, at 4:32 PM, ADC Chairman <chairman@adc.org> wrote:

Hi Abed

I noticed that the Bylaws that you sent to Ed Hasan on November 15 , and you gave me to circulate is different than the Bylaws Adopted by the Board since 2016.

Attached and below are

- By laws that you provided to Ed and me to circulate.
- By laws that the Board has adopted in 2016
- By laws that were in effect in April 2022.
- Bylaws with my edits that I emailed to you and Board Members on March 31, 2026.
- Below supporting email documentation

While the "changes" can be more, the Bylaws that you have, and circulating have "modified" 4.05 (h) and the 4.05 (i) is deleted.

Please explain how this happened.

Safa

From: Safa Rifka srifka@comcast.net

To: Doaa Taha doaa.taha@hotmail.com; Tawfiq Barqawi barqawi@aol.com; 'Sam Hawatmeh' ihawatmeh01@aol.com; Souhail Toubia souhail@flyghtbrands.com; alma korkor alouma@aol.com; Lana lanabnassar@gmail.com; Haytham Faraj farajh@gmail.com; shatha atiya dr.satiya1@gmail.com; Makhoury@aol.com makhoury@aol.com; DENYSE SABAGH dsabagh@duanemorris.com; Abed Awad awadabed2000@yahoo.com

Sent: Thursday, April 7, 2022 at 04:38:17 PM EDT

Subject: Electronic Vote to Change Article VI of the bylaws

Hi Everyone

In order to facilitate what we discussed at our Board meeting of April 1, 2022 I am asking for an electronic vote to change **Article VI of the bylaws** [attached] to read in the following manner:

ARTICLE VI President

Section 6.01 Other Agents and Employees. The Board of Directors shall appoint an agent and employee, who shall hold office at the discretion of the Board of Directors, and shall have such authority, perform such duties and receive such reasonable compensation, if any, as a majority of the Board of Directors may, from time to time, determine. No such other agent or employee need be a Director of the Corporation. Said agent and employee shall be given the title **President**.

Section 6.02 Removal. President of the Corporation may be removed, with or without cause, by a vote of the majority of the entire Board of Directors.

Section 6.03 President: Powers and Duties. President shall have such powers and duties as may be assigned to him or her by the Board of Directors, pertaining to the maintenance, management and conduct of this organization, consistent with the Articles of Incorporation and the By-Laws of this organization. **President** shall attend all meetings of the Board of Directors, except that the **President** may be asked, by the Board of Directors in their discretion, not to attend any portions of such meetings in which the **President** is the subject matter of discussion by the Board of Directors.

Section 6.04 Compensation. President and any other employee or agent of the Corporation is authorized to receive a reasonable salary or other reasonable compensation for services rendered to the Corporation when authorized by a majority of the Board of Directors, and only when so authorized.

Section 6.05 Employee Not to Chair Board Meetings. No employee of the corporation shall serve as chair of the board or hold any other title with similar responsibilities.

Please remit your vote YES or NO to this change by April 12, 2022, at 4 PM EST.

Many Thanks

Safa

From: ADC Chairman chairman@adc.org

To: doaa.taha@hotmail.com doaa.taha@hotmail.com; barqawi@aol.com barqawi@aol.com; ihawatmeh01@aol.com ihawatmeh01@aol.com; Souhail Toubia souhail@elevatumfarms.com; DENYSE SABAGH dsabagh@duanemorris.com; Abed Awad awadabed2000@yahoo.com; Hani Khoury hani@awadkhoury.com; Makhoury@aol.com makhoury@aol.com; Ed Hasan ed@sumudpod.com; Rick Shadyac rshadyac@gmail.com

Cc: Abed Ayoub abed@adc.org

Sent: Tuesday, March 31, 2026 at 03:47:18 PM EDT

Subject: FW: draft Edits for ADC Bylaws

Hi Everyone

Attached are some of my edits for the 2016 ADC bylaws for your comments and discussion at our next Board Meeting

Safa

From: Abed Ayoub aayoub@adc.org

Date: November 15, 2025 at 10:38:15 PM EST

To: ADC Chairman chairman@adc.org

Cc: Ed Hasan Ed@sumudpod.com, srifka@comcast.net

Subject: RE: ADC bylaws

Good evening,

Glad you were able to connect. I have attached a copy of the bylaws. Please feel free to reach out if you have any questions.

Best,

-abed

Abed A. Ayoub, Esq.
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-----Original Message-----

From: ADC Chairman chairman@adc.org

4/21/26, 5:19 PM

Sumud Podcast Mail - Fwd: "Bylaws" that you provided

Sent: Saturday, November 15, 2025 6:14 PM

To: Abed Ayoub aayoub@adc.org

Cc: Ed Hasan Ed@sumudpod.com; srifka@comcast.net

Subject: ADC bylaws

Hi Abed

Please share with Dr Hasan the bylaws of ADC Thanks Safa

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