

TO HONORABLE JUDGE CRONK

We, the Officers of Eagles #2675, are submitting a motion for dismissal of Case No: LALA002788. The case brought by the Plaintiff is not based on fact or law. We are providing all the evidence we are able to provide without the assistance of counsel. We were unable to present our evidence at the hearing held on November 12, 2024 and are presenting it in document form for your review prior to the hearing scheduled for December 16, 2024. We thank the court for its consideration of this evidence.

President Dave Bender

Vice President Pat Logsdon

Secretary Mike Stephens

Treasurer Dianne Humphrey

Trustee Scott Hawkins

Trustee Andy Joiner

Trustee Chris Talbot

Ms. Sias last day of work was 1/19/23 due to medical emergency-resulting in 2 surgeries.

She was advised to remain off work as she would be unable to lift/stock.

Ms. Sias drew unemployment throughout the winter and spring of 2023.

Around July 2023 she requested to return to work but would need to breast pump.

The Eagles is required by the City of Centerville to have cameras in ALL areas except restrooms.

Only one employee is on duty at the same time making an extended break impossible.

The state of Iowa has no statute for lactation.

Federal statute exempts employers with fewer than 50 employees if it causes hardship.

With one employee on duty, it would cause hardship as there is no one to cover breaks.

Ms. Sias then asked to return for 3 hours daily from 2-5 on Mondays.

Ms. Sias worked Thursday and some Tuesdays so was requesting someone else's partial shift.

Ms. Sias was advised to return to work when she could perform her shift.

Ms. Sias never returned to work. She did not submit a resignation. She was never terminated.

She continues to be in possession of the key to the Eagles #2675.

The Iowa Civil Rights Commission and US Equal Employment Opportunity Commission turned down action against the Eagles as we fall under lactation exemption.

Ms. Sias again tried to file unemployment in September 2024, and we received paperwork stating her last employment with us was 1/20/24 instead of 1/19/23.

During an unemployment hearing on Oct 7, 2024, Ms. Sias admitted that she was never terminated and she had never resigned.

On November 22, 2024, The Iowa Law Library was contacted and they could find no definitive law or statute that a nonprofit and their officers could not defend themselves in civil court.

The Larned A. Waterman Iowa Nonprofit Resource Center was contacted and they advised that as an attorney was not needed for court but advised consulting with an attorney, which again we can not afford.

**FINANCIALS:**

On 11/12/24 Ms. Sias testified that she worked 10 hours on Tuesdays and 12 hours on Thursday. A review of her time cards indicate that from November 2021 to January 2023 Ms. Sias worked only one 12hour shift, one eleven hour shift, fourteen 10 hour shifts and all other shifts being of a shorter duration with her average over the 15 months being 8.43 hrs.

She also testified that she would received \$100 in tips on Tuesdays and \$200 in tips on Thursdays. It would be up to the court to determine if she claimed \$300 weekly on her income taxes as no tips were included on her W2 forms.

In 2022, a complete year of employment shows Ms. Sias earned 6440. 26. In January 2023, she earned \$904.70

W-2 forms and copies of timecards are included for the court's review.

As of this writing we are awaiting word information from Iowa Workforce Development on her unemployment claim in September 2024, but Ms. Sias did state in the 11/12/24 hearing the she was working for Moulton School as a secretary and cleaning offices at C&C Machining so should not be considered unemployed. We have requested a transcript of the unemployment hearing as well and will forward this to the court promptly.

At this time, we are again asking for case dismissal. Ms. Sias' request for back pay and emotional distress are irrelevant as she was never terminated. She was dishonest about her work hours and compensation. She is currently working and attempting to again draw unemployment. None of Ms. Sias' testimony was based on facts.

The Officers of the Eagles ask for no monetary compensation. We would ask the court to order the Plaintiff to return the key to Eagles #2675 located at 1101 S. 18<sup>th</sup> Street, Centerville, Iowa 52544.

President David Bender

Vice President Pat Logsdon

Secretary Mike Stephens

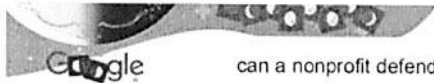
Treasurer Dianne Humprey

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can a nonprofit defend themselves in court


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#### AI Overview

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Yes, a nonprofit organization can defend itself in court by utilizing legal arguments, presenting evidence, and potentially relying on insurance coverage, just like any other entity; however, the specifics of their defense may depend on the nature of the lawsuit and the applicable laws in their jurisdiction, including potential limitations on liability due to their charitable status.

#### Key points to remember about nonprofits defending themselves in court:

##### Corporate structure:

Nonprofits are usually incorporated, meaning they have legal standing to sue and be sued as a separate entity, allowing them to defend themselves in court.

##### Board responsibility:

The board of directors is responsible for overseeing legal matters and making decisions regarding defense strategies in a lawsuit.

##### Charitable immunity:

Some jurisdictions may offer limited "charitable immunity" which could protect a nonprofit from certain types of lawsuits or limit the amount of damages awarded.

##### Insurance coverage:

Most nonprofits carry liability insurance, including directors and officers (D&O) insurance, to help cover legal costs associated with defending lawsuits.

##### Legal arguments:

Depending on the case, a nonprofit could argue that the plaintiff's claims are not valid, that they acted with reasonable care, or that they are protected by specific legal provisions.

#### Common situations where a nonprofit might be sued:

- **Personal injury claims:** If someone gets injured at a nonprofit event due to negligence.
- **Employment disputes:** Claims related to hiring, firing, or discrimination by employees.
- **Contract disputes:** Breach of contract claims with vendors or partners.
- **Defamation lawsuits:** Claims of false or harmful statements made by the nonprofit.

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Yes. There was a time when nonprofits, under the doctrine of "charitable immunity," were not held liable for injuries that they caused. However, nonprofit organizations can now be sued by anyone at any time, and nonprofits must accept legal and financial responsibility for their activities.

[Iowa Nonprofit Resource Center](https://inrc.law.uiowa.edu/topics/law-tax/legal)  
<https://inrc.law.uiowa.edu/topics/law-tax/legal>

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## ◆ AI Overview

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Yes, officers of a nonprofit can defend themselves in a lawsuit, primarily by relying on the legal protection offered by the corporate structure, the "business judgment rule," and the Volunteer Protection Act, which generally shields them from personal liability if they acted in good faith and within the scope of their duties, unless there was gross negligence or willful misconduct involved; most nonprofits also carry Directors and Officers (D&O) insurance to further protect their officers in case of lawsuits.

## Key points to remember:

**Limited Liability:**

As with most corporations, a nonprofit's legal structure protects its officers from personal liability for the organization's debts and liabilities, meaning lawsuits are typically directed at the organization itself, not individual officers.

**Business Judgment Rule:**

This legal principle protects directors and officers who make decisions in good faith, even if those decisions turn out to be poor, as long as they were made with reasonable care and based on available information.

**Volunteer Protection Act:**

This federal law further protects volunteer board members from personal liability for actions taken in good faith within the scope of their duties, unless there was gross negligence or reckless conduct.

**Indemnification Agreements:**

Many nonprofit bylaws include provisions to indemnify officers for legal costs associated with defending lawsuits related to their board duties, depending on the circumstances.

## Important considerations:

**State Laws:**

While the Volunteer Protection Act provides a baseline, specific state laws may further define and limit the liability of nonprofit officers.

**Duty of Care:**

Regardless of legal protections, officers still have a duty to act with reasonable care and diligence when making decisions on behalf of the organization.

**D&O Insurance:**

Most nonprofits purchase Directors and Officers liability insurance to help cover legal defense costs and potential settlements in case of lawsuits against their officers.

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## Liability and the Board: What Governing Teams Need to Know

With rare exceptions, members of a nonprofit board are protected against personal liability due to the following: An...

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## 50 State Survey of Workplace Lactation Laws



This reference guide provides an overview of the federal and state laws protecting lactating employees in the workplace. This information is based on laws and court decisions identified at the time this guide was last updated, June 2024. There may be laws or regulations protecting breastfeeding employees that are not identified below, including laws that may have passed after the creation of this guide. This document is for informational purposes only. The application and impact of laws change based on the facts involved. For legal advice, seek the counsel of an attorney. **The Center for WorkLife Law operates a free legal hotline that provides information about workplace rights and makes referrals to attorneys, as appropriate. Email [hotline@worklifelaw.org](mailto:hotline@worklifelaw.org) or call 415-703-9276.**



### Federal Laws Protecting Lactating Employees

The **Break Time for Nursing Mothers** section of the Fair Labor Standards Act, as updated in 2023 by the Providing Urgent Maternal Protections for Nursing Mothers Act (PUMP Act), protects most employees nationwide. The law requires employers of all sizes to provide certain employees with reasonable break time and a space to express breast milk for up to one year after their child's birth. 29 U.S.C. § 218d. The lactation space cannot be a bathroom and must be shielded from view and free from intrusion from others. **Employers with fewer than 50 employees must provide break time and space under this law but may be excused if these requirements would impose a significant difficulty or expense (an "undue hardship") in a particular case.** Undue hardship is rare, and employers with fewer than 50 employees are almost always required to provide this break time and space. Pilots and flight attendants are not covered by the federal Break Time for Nursing Mothers requirements, and special rules apply to certain rail carrier and motorcoach employees. See [this guide](#) for more information on how the Break Time for Nursing Mothers law applies to those transportation workers. Keep in mind that these transportation workers often have rights under other federal and state laws.

The **Pregnant Workers Fairness Act**, which goes into effect nationwide on June 27, 2023 will require employers to make reasonable accommodations for employees who need them because of limitations related to pregnancy or pregnancy-related conditions, like childbirth and lactation/breastfeeding. Reasonable accommodations for lactation/breastfeeding may include break time and space for pumping, schedule changes or flexible work, light duty, time off for medical appointments, remote work, a change in job duties to avoid toxic chemicals that can enter breast milk, or other work modifications. When an employee requests an accommodation, their employer must respond and have a good-faith conversation with the employee about the employees' needs and what changes could be made to meet those needs. An accommodation

must be provided unless it would impose an undue hardship (a significant difficulty or expense) on the employer. When the Pregnant Workers Fairness Act goes into effect on June 27, 2023, it will apply to employers with 15 or more employees. The law will also make it illegal to retaliate against or punish an employee or job applicant for requesting an accommodation.

The **Pregnancy Discrimination Act**, which applies to employers that have 15 or more employees, amended Title VII of the Civil Rights Act of 1964 to explicitly prohibit employment discrimination on the basis of “pregnancy, childbirth, and related medical conditions.” 42 U.S.C. §2000e(k). Discrimination banned by this law can include firing, refusing to hire or promote, demoting, harassing, or retaliating against an employee on the basis of lactation/breastfeeding. . The Pregnancy Discrimination Act also requires that employers treat employees affected by pregnancy, childbirth, and related medical conditions the same as other employees who are similar in their ability or inability to work. 42 U.S.C. §2000e(k). The Equal Employment Opportunity Commission (EEOC) and courts have interpreted this provision to require employers to give employees with lactation-related needs the same ability to address those needs as is given to non-lactating employees under other circumstances. For example, an employer that gives light duty assignments to employees with injuries may also be required to give the same to workers who need light duty for reasons related to lactation.

**Title IX of the Education Amendments Act of 1972** (“Title IX”) applies to all educational institutions that receive federal funding, including nearly all private and public K-12 schools, colleges, and universities. Beginning August 1, 2024, these educational institutions must provide reasonable break time for employees to express milk or direct feed their child, as needed. Employees must also be provided with a lactation space that is available and accessible when needed and that is not a bathroom, is clean, shielded from view, and free from intrusion from others. These protections apply for as long as the employee is lactating.



These federal laws that set a minimum standard of protection that applies in all states *in addition* to the state laws listed below.

### State Laws Protecting Breastfeeding Employees

This guide examines three categories of workplace laws impacting breastfeeding or pumping in each of the fifty states, Puerto Rico, and the District of Columbia:

**Break Time and Space:** These laws require employers to allow employees to express milk and/or breastfeed during existing breaks at work and/or require employers to provide additional break time for that purpose. Laws in this category may also require employers to provide a space for expressing milk. Some laws include additional requirements, such as requiring that the space have a sink or be located near the lactating employee's workstation.

**Reasonable Accommodation:** These laws require employers to adjust how, when, or where the employee works or make other changes that accommodate the employee's lactation-related needs. Reasonable accommodations may include break time, space for expressing milk, protection from hazardous materials, the ability to breastfeed at work, temporary transfers to light duty or less hazardous positions, or other modifications that accommodate the employee's individual needs.

**Anti-Discrimination:** These laws prohibit employers from discriminating against an employee due to breastfeeding or lactation, for example by firing, demoting, refusing to hire, harassing, or taking other adverse action because the employee is breastfeeding. Some anti-discrimination laws also require employers to treat employees who are affected by conditions related to pregnancy and childbirth the same as other employees who are similar in their ability to work. Courts often interpret such provisions to require employers to accommodate needs related to lactation and breastfeeding to the extent they accommodate other conditions and needs. See e.g., Hicks v. City of Tuscaloosa, 870 F.3d 1253, 1258

(11th Cir. 2017). Note that some anti-discrimination laws explicitly prohibit discrimination on the basis of breastfeeding or lactation. Other laws prohibit discrimination on the basis of other characteristics that have been interpreted by courts to include breastfeeding and lactation, such as sex, pregnancy, childbirth, or conditions related to pregnancy and childbirth. See e.g., E.E.O.C. v. Houston Funding II, Ltd., 717 F.3d 425, 428 (5th Cir. 2013) (lactation is a medical condition related to pregnancy under Title VII; collecting cases so holding). Note that in some jurisdictions, courts interpret state-level anti-discrimination laws in accordance with Title VII of the Civil Rights Act.

**Other Relevant Laws:** Every state has enacted a law allowing people to breastfeed in any public location, or any location public or private, where the parent and child are authorized to be present. Some states require that certain locations like shopping malls or airports have accessible areas designed for breastfeeding. Although not included in the chart below, these laws may affect an employee's ability to express breast milk at work. For a catalogue of these and related breastfeeding laws, visit <http://www.ncsl.org/research/health/breastfeeding-state-laws.aspx>.

**Understanding this chart:** This chart provides information on the laws protecting breastfeeding/lactating workers in each state, D.C., and Puerto Rico. Although all of the laws listed in this chart may impact the rights of breastfeeding employees, some of the laws do not explicitly refer to breastfeeding/lactation. For example, some laws have language that only addresses pregnancy and related conditions—which some courts have interpreted to include breastfeeding. To aid in your understanding of the strength of the various laws, this chart is color-coded to help you quickly identify which states have laws that are likely protect breastfeeding workers (blue), which have laws that *may* do so (gray), and which offer no protection (red) at the time of publication of this document. This document is for informational purposes only. The application and impact of laws change based on the facts involved. For legal advice, seek the counsel of an attorney. The Center for WorkLife



Key: ● = Not likely covered by state law ● = May be covered by state law ● = Likely covered by state law

Iowa	No Iowa law identified expressly requires employers to provide break time or space to express breast milk or breastfeed.	No Iowa law identified expressly requires employers to provide reasonable accommodations for expressing breast milk or breastfeeding.	An Iowa law prohibits discrimination on the basis of sex, pregnancy, childbirth, or disabilities caused by pregnancy or childbirth. Iowa Code § 216.6(2). This law applies to employers with four or more employees. Iowa Code § 216.6(6).
Kansas	No Kansas law identified expressly requires employers to provide break time or space to express breast milk or breastfeed.	No Kansas law identified expressly requires employers to provide reasonable accommodations for expressing breast milk or breastfeeding.	A Kansas law prohibits discrimination on the basis of sex or pregnancy. Kan. Stat. Ann. § 44-1001; Kan. Admin. Regs. § 21-32-6. This law applies to employers with four or more employees. Kan. Stat. Ann. § 44-1002(b).  Courts may interpret laws that prohibit discrimination on the basis of sex and pregnancy to include the prohibition of discrimination on the basis of breastfeeding or lactation. No Kansas law identified that



This page was redacted prior to publication by The Ottumwa Courier,  
because it contained Shakira Sias' W-2 form which included her  
personal information.

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44.75	Out			
44.75	In			
44.75	Out			
44.75	In	Wednesday		
44.75	Out			
44.75	In			
44.75	Out			
44.75	In	Thursday		
44.75	Out			
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44.75	Out			
44.75	In	Saturday		
44.75	Out			
44.75	In			
44.75	Out			
44.75	In	Sunday		
44.75	Out			

NAME  
4/24-5-7

44.75	In	Monday		
44.75	Out			
44.75	In			
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44.75	Out			
44.75	In	Sunday		
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NAME  
4/24-5-7

9664A

9664A

NAME									
WEEK ENDING									
Monday		8.15	22 MAY 10 2:08PM	In	Out				
In	Out								
Out	In								
Tuesday		7.22 MAY 10 10:59PM		In	Out				
In	Out								
Out	In								
Wednesday				In	Out				
In	Out								
Out	In								
Thursday		9.25	22 MAY 12 2:11PM	In	Out				
In	Out								
Out	In								
Friday			22 MAY 12 11:31PM	In	Out				
In	Out								
Out	In								
Saturday				In	Out				
In	Out								
Out	In								
Sunday				In	Out				
In	Out								
Out	In								

NAME												
WEEK ENDING												
Monday												
In	Out	In	Out	In	Out	In	Out	In	Out	In	Out	In
Tuesday												
In	Out	In	Out	In	Out	In	Out	In	Out	In	Out	In
Wednesday												
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Friday												
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Saturday												
In	Out	In	Out	In	Out	In	Out	In	Out	In	Out	In
Sunday												
In	Out	In	Out	In	Out	In	Out	In	Out	In	Out	In

05-26 out

22 MAY 26 2:08 PM

22 MAY 26 11:33 PM

<div style="float:right;">NAME _____ WEEK ENDING</div>							
<div>\$ 360.00 M S F T 35hrs 21.7D 30.00 12.00 5.00</div>	In	Monday		10.00 per hour			
	Out						
	In						
	Out						
<div>\$ 281.22 - 68.78 <del>5-17-20</del> in</div>	In	Tuesday	8.5	'22 MAY 17 1:58PM			
	in			'22 MAY 17 10:30AM			
	Out						
	In	Wednesday					
	Out						
	In						
	Out						
	In	Thursday	8.5	'22 MAY 19 2:05PM			
	Out						
	In						
	Out						
	In	Friday		'22 MAY 19 10:35PM			
	Out						
	In						
	Out	Saturday					
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	Out						
	In	Sunday					
	Out						
	In						
	Out						



No. SHAKIRA

NAME  
8/19 5/22 - 6/8/24  
WEEK ENDING

In	Monday		
Out			
In			
Out			
In	Tuesday	1.15	22 MAY 31 2:06PM
Out			
In			
Out			
In	Tuesday	1.15	22 MAY 31 9:45PM
Out			
In	Wednesday		
Out			
In	Thursday		
Out			
In			
Out			
In	Friday	9	22 JUN 2 2:11PM
Out			
In			
Out			
In	Saturday		
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In			
Out			
In	Sunday		
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No. SHAKIRA

NAME  
8/19 5/22 - 6/8/24  
WEEK ENDING

In	Monday	4	22 JUN 7 2:11PM
Out			
In			
Out			
In	Tuesday	8	22 JUN 7 10:12PM
Out			
In	Wednesday		
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In	Thursday		
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In			
Out			
In	Friday	8.5	22 JUN 9 10:36PM
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In	Saturday		
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In			
Out			
In	Sunday		
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No. SHAKIRA

NAME  
8/19 5/22 - 6/8/24  
WEEK ENDING

In	Monday		
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In			
Out			
In	Tuesday	1.15	22 JUN 14 2:12PM
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In	Wednesday		
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In	Thursday		
Out			
In			
Out			
In	Friday	1.5	22 JUN 16 2:03PM
Out			
In			
Out			
In	Saturday		
Out			
In			
Out			
In	Sunday		
Out			

32.7565  
\$ 327.50  
FI 20.31  
RECERTIFIED 27.00  
S 10.00  
M 4.75  
- 62.06  
\$ 265.44

[illegible][illegible][illegible]



222

## WEEK ENDING

E-FILED

[illegible]

Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday	
In	Out	In	Out	In	Out	In	Out	In	Out	In	Out	In	Out
8:15	22 SEP 6 1:52 PM	-10:30 PM				9	2:00 PM	22 SEP 8 10:58 PM	TRAINED BILL ON 2 out 10:00-10:4				



Shokina

NAME									
WEEK ENDING									
In	Out	In	Out	In	Out	In	Out	In	Out
Monday									
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Wednesday									
In	Out	In	Out	In	Out	In	Out	In	Out
Thursday									
In	Out	In	Out	In	Out	In	Out	In	Out
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In	Out	In	Out	In	Out	In	Out	In	Out
Sunday									

No. <u>Shakira</u>	
NAME <u>9-9-24</u>	
WEEK ENDING	
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Out	

No. Shakiera AK15  
55

NAME \_\_\_\_\_

WEEK ENDING \_\_\_\_\_

WEEK ENDING		WEEK ENDING	WEEK ENDING
Mon	In	13 HRS	22 SEP 27 2:05 PM
Tue	Out	FROM PAY	
Wed	In	PERIOD FROM	
Thu	Out		
Fri	In		
Sat	Out		
Sun	Out		

42 29.25 7 25.25 5 6.42 0 23 51.84 2 w. 64 2 w. 64





No. Shakira CLM

No. Shakira

No. Shakira

NAME		WEEK ENDING	
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Wednesday	In		
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Sunday	In		
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NAME		WEEK ENDING	
Monday	In		
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Tuesday	In		
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NAME		WEEK ENDING	
Monday	In		
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No. Shakti

NAME \_\_\_\_\_

WEEK ENDING

[illegible]



NAME: Shakira  
 WEEK ENDING: 11/21 - 11/27/21

[illegible]

LTOPS 1260 (Replaces K14-15)

✓ 8346  
Dec 19 - Dec 25  
WEEK ENDING

[illegible]

ETOPS 1260 (Replaces K14-15)

DATE	NAME	WEEK ENDINGS
DEC 12 <sup>th</sup>	DEC 18 <sup>th</sup>	

MONDAY		TUESDAY		WEDNESDAY		THURSDAY		FRIDAY		SATURDAY		SUNDAY	
IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT
8hrs	64.00	3.17	0.00	6.00	93	4.90	54.10	4.90	54.10	4.90	54.10	4.90	54.10
21 DEC 14	9:54 PM	2-10		21 DEC 14	2:04 PM								

XTOPS<sup>®</sup> 1260 (Replaces K14-15)

IND # 8333  
NAME *Shelby*  
WEEK ENDING 12/05/2024

7.75hrs	IN	MONDAY	21 DEC 7 2:17PM
# 62.00	OUT		
FI 3.84	IN		
F 0.00	OUT		
S 0.00	IN		
M .90	IN		
- 4.04	OUT	TUESDAY	21 DEC 7 10:00AM
# 57.24	OUT	WEDNESDAY	22 DEC 7 10:01PM
	IN	THURSDAY	23 DEC 9 12:00PM
	OUT		
	IN	FRIDAY	
	OUT		
	IN	SATURDAY	
	OUT		
	IN	SUNDAY	
	OUT		

11/7/22

**AFFILIATION AGREEMENT FOR LOCAL AERIES**  
**OF**  
**THE FRATERNAL ORDER OF EAGLES**

This Agreement is between the Grand Aerie, Fraternal Order of Eagles, a nonprofit IRC Section 501(c)(8) Washington corporation, ("Grand Aerie") and Local Aerie # 2675 ("Local Aerie").

In consideration of the mutual benefits to the respective parties, the Grand Aerie and the Local Aerie agree to the terms set forth below.

IT IS AGREED:

**1. ACKNOWLEDGEMENTS AND AFFILIATION.**

(a) Grand Aerie and Local Aerie expressly acknowledge that they are, intended to remain, separate and autonomous legal entities that are individually operated and Grand Aerie's relationship is based on contract and Local Aerie is not an operationally controlled entity nor is its daily governance and decision making controlled by Grand Aerie. Local Aerie's Board of Trustees exercises its fiduciary duty in governing the organization and its actions and its employees and receivers are the sole responsibility of the Local Aerie. The parties acknowledge this Agreement was negotiated and entered into at arms-length.

(b) Grand Aerie and Local Aerie agree to affiliate with each other pursuant to this Agreement to mutually assist each other in matters of common interest and value and the Grand Aerie and Local Aerie agree they will use their best efforts to cooperate in the fulfillment of this Agreement as described below.

**2. AGREEMENT**

**(a) THE GRAND AERIE AGREES:**

1. To provide for the enactment, promulgation, amendment or repeal of a Constitution, Statutes, Laws, Rituals, and Rules and Regulations for the governance of the Grand Aerie, its subordinate units, including Local Aeries.

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2. To recognize the autonomy of the Local Aerie and its general jurisdiction over its members, and its power and authority to conduct the business of the Local Aerie, not in conflict with the Laws of the Order.
3. To assist Local Aeries with such activities as deemed appropriate by the Grand Aerie.
4. To develop membership programs for the purpose of assisting Local Aeries in maintaining and increasing the membership of the Order.
5. To issue and to provide for the suspension, revocation, or reinstatement of the Charter of the Local Aerie.
6. To perform tasks necessary and incident to the development, progress, growth and welfare of the Grand Aerie, its subordinate units, including Local Aeries, as may generally be performed by a fraternal benefit society.

(b) **THE LOCAL AERIE AGREES:**

1. To operate in conformity with and incorporate into the bylaws of the Local Aerie as controlling, the Articles of Incorporation, Constitution, and Statutes of the Fraternal Order of Eagles, as from time to time amended.
2. To operate at all times in conformity with all applicable federal, state, and local laws, regulations and ordinances.
3. To comply with membership reporting requirements established by the Grand Aerie, including but not limited to subscription to and use of the Membership Management System (MMS) for tracking and processing all membership information.
4. To submit any and all documents to the Grand Aerie pursuant the Constitution and Statutes of the Fraternal Order of Eagles including but not limited to House Rules, bylaws and proposed amendments to the Office of the Grand Secretary for approval. As well as any adverse notices or other correspondence received from any governmental agency.
5. To follow the provisions of the Constitution and Statutes Section 39.6 pertaining to dissolution, and that the Grand Aerie may suspend its charter and assign a receiver to oversee the affairs of the Local Aerie and that the receiver shall have power with regard to the Local Aerie the same as outlined in Section 39.3.

6. Annually, on the first day of business, the Local Aerie shall submit all documents required by the Grand Aerie Constitution and Statutes of the Fraternal Order of Eagles including but not limited to the following:

- (1) Annual federal tax return Form 990, or equivalent;
- (2) Any changes to Local Aerie's bylaws, house rules or governing documents, articles of incorporation;
- (3) Names and contact information of Local Aerie officers and trustee;
- (4) Names of committee members as required by Constitution and Statutes;
- (5) Local Aerie Auditor's Report;
- (6) Copy of current insurance policies; and
- (7) Any other information that has been requested in writing.

7. Prior to any name or affiliation change or transfer of assets, the Local Aerie shall seek prior written authorization from the Grand Aerie Board of Grand Trustees.

8. To fully maintain adequate insurance coverage, naming the Grand Aerie as an additional insured and third party beneficiary, as required in the Laws of the Order, including but not limited to general liability insurance and liquor liability insurance. Liquor liability insurance is required to be obtained in all states that have liquor liability laws.

9. To incorporate, and comply with the requirements set forth in the Laws of the Order, as well as federal, state and local laws.

10. To maintain the books, accounts, receipts and records of the Local Aerie in the form prescribed by the Grand Aerie, as per Section 85.2 of the Constitution and Statutes of the Fraternal Order of Eagles.

11. When requested by the Grand Aerie, to provide the Grand Aerie with any and all further assurances of compliance with, adherence to, or activity involving this Agreement, Grand Aerie Constitution and Statutes, or the principles and governing mission of the Grand Aerie.

12. To remise, release, waive and forever discharge the Grand Aerie, its officers, directors, employees, representatives, members, assigns, from all liability, claims, demands, damages, expenses, actions or causes of action, and hold the Grand Aerie harmless from any actions resulting from the performance, nonperformance of this Agreement and the relationship resulting there from.

4

13. To indemnify, save and hold harmless Grand Aerie, its subsidiaries, affiliates, related entities,

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Date 11/7/22



partners, representatives, officers, trustees, employees, members, shareholders, attorneys, heirs, successors, and assigns, and each of them, from and against any and all claims, actions, suits, demands, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees and expenses), and liabilities of every kind and character whatsoever (a "Claim"), which may arise by reason of (i) any act of omission by Local Aerie or any of its subsidiaries, affiliates, related entities, partners, officers, trustees, employees, members, shareholders or receivers, or (ii) the inaccuracy or breach of any of the covenants, representations and warranties made by Local Aerie in this Agreement. This indemnity shall require Local Aerie to provide payment to Grand Aerie of costs and expenses as they occur. Local Aerie shall promptly notify Grand Aerie upon receipt of any Claim. The provisions of this Section shall survive any revocation, surrender or other termination of this Agreement.

14. To use its best efforts to ensure that its leadership receives training and education on issues relevant to the Local Aerie including, but not limited to: corporate and tax law, governance, risk management, fiduciary duty and the Constitution and Statutes and regulations of the Grand Aerie. Further agrees not to bring suit or legal action against the Grand Aerie for any past, present, or future claims.

15. To insure that any and all auxiliaries, affiliates, or subgroups otherwise associated with the Local Aerie (including but not limited to: Clubs, sports teams, ritual teams, Eagle Riders, Past Presidents, REAC, Under 35 Club, and Junior Order of Eagles) are notified of these obligations, and separately agree to these terms, naming the Grand Aerie as a third party to the agreement.

16. The Local Aerie further agrees to submit to the authority of the Grand Worthy President or any receiver appointed pursuant to 39.4 of the Constitution and Statutes of the Fraternal Order of Eagles or deputy duly appointed to act on the Grand Worthy President's behalf and comply with the provisions 39.4 of the Constitution and Statutes of the Fraternal Order of Eagles as from time to time amended.

17. The Local Aerie also agrees to all the terms and conditions of Section 39.6 and 124.1 of the Constitution and Statutes of the Fraternal Order of Eagles as from time to time amended.

18. To allow Receiver access to financial account information pursuant to the receiver's authority granted in the Constitution and Statutes

19. Non-Profit Status. Aerie at all times shall remain in good standing as a non-profit entity in the jurisdiction of its incorporation and otherwise in accordance with the laws of the state. Aerie shall advise Grand Aerie within thirty (30) days if its status as a nonprofit entity changes.



20. No Authority to Act for Grand Aerie. Aerie shall not hold itself out as a receiver or representative of, permit its employees and representatives to speak or act on behalf of or purport to speak or act on behalf of Grand Aerie, including but not limited to making statements that purport to be official positions of Grand Aerie.

(c) **THE GRAND AERIE AND THE LOCAL AERIE JOINTLY AGREE:**

1. The parties acknowledge that they are separate and autonomous legal entities, and that the Local Aerie is not operationally controlled in its daily governance and decision making by the Grand Aerie.

2. The parties agree that the relationship of the Grand Aerie and the Local Aerie is not intended to create an agency relationship of any kind, and both agree not to contract any obligation in the name of the other, or to use each other's credit in conducting any activities under this Agreement.

3. The Grand Aerie grants to the Local Aerie a license to use the registered marks of the Grand Aerie under the following:

(a) In general. Grand Aerie licenses Local Aerie to use its name and logo, as an official Aerie, during the term of this Agreement, in connection with Local Aeries activities to promote the common mission. In order to protect the good name and integrity of Grand Aerie, Grand Aerie retains the right to review and approve all uses of said name and marks in advance, but will not unreasonably withhold its approval.

(b) Acknowledgement. Local Aerie acknowledges that Grand Aerie is the lawful owner of the name, "Fraternal Order of Eagles" and the acronym "FOE" and its associated trademarks used in its business, and Local Aerie agrees that it will take no action inconsistent with Grand Aerie's ownership of its name, and the acronyms and trademarks.

4. By executing this Agreement, neither the Grand Aerie nor the Local Aerie waives any constitutional, statutory, or common law defenses.

5. This Agreement shall be governed in all respects, except as to conflicts of laws, by the laws of the State of Ohio and the parties both consent to the jurisdiction (personal) of Ohio. If either party takes legal action to enforce rights under this Agreement, the losing party to such litigation shall be financially responsible for the expenses of the action for both parties, including, but not limited to, court costs and attorney's fees.

6. Force Majeure. Neither party shall be liable for failure to perform its obligations under this Agreement due to events beyond its reasonable control, including, but not limited to, strikes, riots, wars, fires, acts of God, and acts in compliance with any applicable law, regulation or order (whether valid or invalid) of any governmental body.

3. **TERM OF AGREEMENT AND TERMINATION**

1. This Agreement shall expire May 31, 2027.
2. If this Agreement is terminated by The Grand Aerie for Cause, or if Local Aerie attempts to terminate this Agreement without cause or for convenience, the parties acknowledge that actual damages hereunder are difficult, if not impossible, to ascertain, and the parties agree, and acknowledge as reasonable, that the Grand Aerie shall have right to pursue all its rights as specified in the Constitution and Statutes of the Fraternal Order of Eagles
3. Termination of Prior Agreement. This Agreement terminates and replaces any and Prior Agreements.

4. **ENTIRE AGREEMENT**

This Agreement contains the entire agreement of the parties and supersedes any prior agreement and all other prior or contemporaneous communications, representation, understandings, and agreements, either oral or written, relating to the subject matter of this Agreement.

(a) **Amendment**. This Agreement may not be amended except by a written instrument signed by both parties which states that it is an amendment to this Agreement.

5. **SEVERABILITY**

If any provision of this Agreement is held illegal, invalid, or unenforceable, all other provisions of this Agreement shall nevertheless be effective, and the illegal, invalid, or unenforceable provision shall be considered modified such that it is valid to the maximum extent permitted by law.

**6. COUNTERPARTS**

This Agreement may be executed in counterparts, each of which so executed shall be deemed to be an original. Such counterparts together shall constitute one and the same Agreement.

This Agreement was adopted at a duly convened meeting of the Local Aerie held on the 11<sup>th</sup> day of November, 2022.

**GRAND AERIE:**\_\_\_\_\_  
Signature of Authorized Official and Title

Date \_\_\_\_\_

**LOCAL AERIE # 2675:**\_\_\_\_\_  
Signature of Worthy President11/7/22  
Date\_\_\_\_\_  
Signature of Secretary11/7/22  
Date



