

To: Petitioner Loren R. Douglass
You are hereby notified to file a written response to Respondent's Answer and New Matter within twenty (20) days from the date of notice or on or before the date when the pleading is to be filed, whichever is later, or the court may deem that you have no objection to the relief requested therein and may grant such relief without further notice to you.

**IN THE COURT OF COMMON PLEAS OF
PHILADELPHIA COUNTY, PENNSYLVANIA
ORPHANS' COURT DIVISION**

No. 600 NP of 2025

In Re: GRAND BOULÉ OF SIGMA PI PHI, NON PROFIT CORPORATION

**RESPONDENT'S ANSWER TO THE
SECOND AMENDED COMPLAINT AND NEW MATTER**

The Grand Boule of Sigma Pi Phi Fraternity (the "Fraternity" or "Respondent"), a non-profit corporation, by and through its undersigned counsel, hereby submit its Answer to the Second Amended Petition ("SAP") filed by Petitioner Loren R. Douglass ("Petitioner") and allege New Matter as follows:

ANSWER

PARTIES

1. Admit in part denied in part. It is admitted only that Petitioner became a member of the Fraternity in 2011. The Respondent, after a reasonable investigation, is without sufficient knowledge or information to determine the veracity of the remaining averments in this paragraph, and they are denied on that basis.

2. Admitted.

JURISDICTION AND VENUE

3. Denied as a legal conclusion to which no response is required. By way of further response, it is specifically denied that this Court has jurisdiction to review any contested corporate

action pursuant to 15 Pa. C.S.A § 5793. The Orphans’ court “is a court of limited jurisdiction, exercising only such power as is given it by statute...” *Estate of Stephenson*, 364 A.2d 1301, 1305 (Pa. 1976) (quoting *Cutler’s Estate*, 73 A. 1111 (Pa. 1909). 15 Pa. C.S.A § 5793 does not provide the Orphans’ Court with any jurisdictional authority.

4. Denied as a legal conclusion to which no response is required. By way of further response, Respondent incorporates by reference its response to Paragraph 3.

5. Denied as a legal conclusion to which no response is required. By way of further response, Respondent incorporates by reference its response to Paragraph 3.

6. Denied as a legal conclusion to which no response is required. By way of further response, Respondent incorporates by reference its response to Paragraph 3.

7. Admitted.

8. Admitted.

9. Admitted.

10. Denied. The September 16, 2025 decree is a document that speaks for itself. By way of further response, Respondent specifically denies that this Court has jurisdiction over this matter.

STATEMENT OF FACTS

Mr. Douglass’ Membership in the Fraternity

11. Admitted.

12. Admitted.

13. Admitted.

14. Admitted.

15. Denied, there is no prohibition in the Fraternity's Governance Laws that allows for a person to be elected more than once as Grand Sire.

16. Denied. There are no facts asserted in this Paragraphs. The assertions are mere opinions and are therefore denied.

17. Denied in part and admitted in part. The Grand Boulé Bylaws ("Bylaws") are a document that speaks for itself and any characterization of the same is denied. It is admitted only that Petitioner previously served as the Grand Sire Archon.

18. Denied. The Petitioner's term as the Grand Sire Archon ended on April 9, 2025 when the Grand Board voted to remove the Petitioner by a two-thirds vote of twelve members, with eight voting in favor and four voting against.

19. Denied. The Grand Sire Archon's authority is derived from the Grand Boulé Constitution ("Constitution") and Bylaws and other governance documents which are written documents that speak for themselves, any characterization of these documents is denied.

20. Admitted.

The Fraternity's Constitution and Bylaws

21. Admitted in part denied in part. It is admitted only that the Grand Boulé Constitution ("Constitution") and Bylaws is one of several governance documents. The Constitution and Bylaws are written documents that speak from themselves and any characterization of the same is denied.

22. Denied as a legal conclusion to which no response is required.

23. Denied. The Bylaws are a document that speaks for itself and any characterization of the same is denied.

24. Denied. The Bylaws are a document that speaks for itself and any characterization of the same is denied.

25. Denied in part and admitted in part. The Bylaws are a document that speaks for itself and any characterization of the same is denied. It is admitted only that Bylaw 2, Section 4(G), in the current Bylaws has not amended, except for the functional modification taken by action of the Executive Committee.

26. Denied. The transcript of the preliminary injunction hearing in the case (“Transcript”), which Paragraph 26 relies on, is a document that speaks for itself and any characterization of the same is denied.

Article X: Membership

27. Denied. The Bylaws are a document that speaks for itself and any characterization of the same is denied.

Article XI: Regional Boulé

28. Denied. The Bylaws are a document that speaks for itself and any characterization of the same is denied.

29. The allegations of this paragraph, including each of its subparts, are denied. The Bylaws are a document that speaks for itself and any characterization of the same is denied.

Article III: Composition

30. The allegations of this paragraph, including each of its subparts, are denied. The Bylaws are a document that speaks for itself and any characterization of the same is denied.

Article IV: The Board of Directors

31. Denied. The Bylaws are a document that speaks for itself and any characterization of the same is denied.

32. Denied. The Bylaws are a document that speaks for itself and any characterization of the same is denied.

33. Denied. The Bylaws are a document that speaks for itself and any characterization of the same is denied.

34. Admitted.

35. Denied. The Bylaws are a document that speaks for itself and any characterization of the same is denied.

36. Denied. The Bylaws are a document that speaks for itself and any characterization of the same is denied.

37. Denied. The Bylaws are a document that speaks for itself and any characterization of the same is denied.

38. Denied. The Bylaws are a document that speaks for itself and any characterization of the same is denied.

39. Denied. The Bylaws are a document that speaks for itself and any characterization of the same is denied.

Article XIII: Amendments

40. Denied. The Bylaws are a document that speaks for itself and any characterization of the same is denied.

41. Denied. The Bylaws are a document that speaks for itself and any characterization of the same is denied.

42. Denied. The Bylaws are a document that speaks for itself and any characterization of the same is denied.

The Board of Directors (“Grand Board”)

43. Denied. The Bylaws are a document that speaks for itself and any characterization of the same is denied.

44. Denied. The Bylaws are a document that speaks for itself and any characterization of the same is denied.

45. Denied. There are no allegations directed to Respondent in this paragraph and therefore it is denied.

46. Denied. The Bylaws are a document that speaks for itself and any characterization of the same is denied.

47. Denied. The Bylaws are a document that speaks for itself and any characterization of the same is denied.

48. Denied. The Bylaws are a document that speaks for itself and any characterization of the same is denied.

49. Denied. The Bylaws are a document that speaks for itself and any characterization of the same is denied.

50. Denied. The Bylaws are a document that speaks for itself and any characterization of the same is denied.

Quorum

51. Denied. The Bylaws are a document that speaks for itself and any characterization of the same is denied.

52. Admitted.

53. Denied. The Bylaws, which this Paragraph relies on, are a document that speaks for itself and any characterization of the same is denied.

54. Admitted.

55. Admitted.

56. Admitted.

57. Admitted.

58. Admitted.

Conduct of Meetings

59. Denied. The Bylaws are a document that speaks for itself and any characterization of the same is denied.

60. Denied. The Bylaws, which this paragraph relies on, are a document that speaks for itself and any characterization of the same is denied.

61. Denied as a conclusion of law to which no response is required.

62. Denied. The Bylaws are a document that speaks for itself and any characterization of the same is denied.

63. Denied. The Bylaws are a document that speaks for itself and any characterization of the same is denied.

Removal of Grand Board Member

64. Denied. The Bylaws are a document that speaks for itself and any characterization of the same is denied.

65. Denied. The Bylaws are a document that speaks for itself and any characterization of the same is denied.

66. Denied. The Bylaws are a document that speaks for itself and any characterization of the same is denied.

67. Admitted.

68. Denied. The Bylaws are a document that speaks for itself and any characterization of the same is denied.

69. Denied. The Bylaws are a document that speaks for itself and any characterization of the same is denied.

70. Denied. The Court's Preliminary Injunction Order ("Order") is a document which speaks for itself and any characterization of the same is denied. By way of further response, it is specifically denied that Bylaw 2, Section 4G "only makes sense if it means that at least 10 members, which is two-thirds of 14 members, that is, the entire Grand Board, must be present and vote in the affirmative at a meeting to remove a Grand Board Member." First, Respondent states that the Judge provided her initial thought as to requisite vote. Second, Respondent notes that the Order is not the law of this case. *See Brayman Constr. Corp. v. Commonwealth DOT*, 30 A.3d 560, 562 n.4 (Pa. Commw. 2011) ("[T]he law of the case doctrine does not apply to preliminary injunctions."). Third, Respondent respectfully submits that the Court's interpretation of Bylaw 2, Section 4G in the Opinion was erroneous. This interpretation would render the phrase "present and voting" in Bylaw 2, Section 4G meaningless—such an interpretation is not provided for under Pennsylvania law. Additionally, The Court's Order creates a patently absurd result. It grants the very Board Member accused of misconduct—the subject of the removal vote—the unilateral power to defeat the Board's action. He can simply refuse to attend the meeting, making a vote of the "entire Board" impossible. Moreover, the Grand Board's course of performance clearly indicates that the voting universe under Bylaw 2, Section 4G is meant to be limited to the Grand Board members actually present and voting at any given meeting. For example, Grand Board member Stefan Bradley was originally present at the April 9, 2025 meeting. But then he left the meeting early. (*See* Respondent's FOF & COL at ¶ 11). Petitioner himself also left the meeting

prior to its completion. (*Id.* at 14). The Grand Board proceeded and voted to remove Petitioners without the entire Grand Board present. There is no indication in the record that anyone objected and stated the entire board must be present to vote. Rather, the Grand Board proceeded and found that a two thirds vote of those present and voting was sufficient. This course of performance cuts against the Order's interpretation. *Atl. Richfield Co. v. Razumic*, 390 A.2d 736, 741 (1978) (“[C]ourse of performance is always relevant in interpreting a writing,” regardless of ambiguity).

71. Denied. The Roberts Rules are a document that speaks for itself and any characterization of the same is denied. Further denying, Respondent states that Robert's Rules do not overrule the Respondent's governing documents nor create any substantive process for the Fraternity and therefore are not applicable.

72. Denied. The Roberts Rules are a document that speaks for itself and any characterization of the same is denied. Further denying, Respondent states that Robert's Rules do not overrule the Respondent's governing documents nor create any substantive process for the Fraternity and therefore are not applicable.

73. Denied as a legal conclusion and argumentative to which no response is required.

74. Denied. The Order is a document which speaks for itself and any characterization of the same is denied. By way of further response, Respondent incorporates its response to Paragraph 70 as if set forth fully herein.

75. Admitted.

76. Denied. The Transcript, which this paragraph relies on, is a document that speaks for itself and any characterization of the same is denied. By way of further response, the Board never approved the hiring of Caesar Mitchell and the Dentons firm as the Fraternity's General Counsel—the rules require that the Grand Board vote on the General Counsel, and that did not

happen for Caesar Mitchell. (Tr1 191:3-10).¹ Douglass admits he circumvented the C & B process for appointing and hiring the General Counsel and Firm. He, on his own, considered them “tacitly approved.” (Tr2 157:4-15).

77. Admitted in part and denied in part. It is admitted that Ceaser Mitchell attended Grand Board meetings. It is denied that Ceaser Mitchell was acting as an attorney for the Fraternity. By way of further response, Respondent incorporates its response to Paragraph 76 as if set forth fully herein.

78. Admitted.

79. The allegations of this paragraph, including each of its subparts, are denied. The memorandum mentioned in this paragraph is a document which speaks for itself and any characterization of the same is denied.

The Unlawful Removal of Mr. Douglass as the Grand Sire Archon

80. Admitted in part and denied in part. The Transcript, which this paragraph relies on, is a document which speaks for itself and any characterization of the same is denied. It is admitted that in February 2025 an investigation into Petitioner’s conduct was initiated and a subcommittee was formed.

81. Admitted in part and denied in part. The Transcript, which this paragraph relies on, is a document which speaks for itself and any characterization of the same is denied. It is admitted that the investigative committee was charged with investigating the Petitioner’s conduct and providing a recommendation to the Grand Board.

82. Admitted.

¹ Tr1 refers to Transcript Day 1 of the preliminary injunction hearing held in this matter on July 2, 2025, and Tr2 refers to Transcript Day 2 of the continuation of the preliminary injunction hearing on July 3, 2025 (collectively the “Preliminary Injunction Hearing”).

83. Admitted.

84. Admitted in part and denied in part. The Transcript, which this paragraph relies on, is a document which speaks for itself and any characterization of the same is denied. It is denied that Tyson was responsible for the collection of information and recommendations in connection to the investigation. Respondent admits only that Tyson oversaw the overall activities associated with the collection of data. (Tr.2 10:4-6)

85. Denied. After reasonable investigation, Respondent is without sufficient knowledge or information to determine the veracity of the averments in this paragraph, and they are denied on that basis.

86. Admitted.

87. Denied. The Transcript, which this paragraph relies on, is a document which speaks for itself and any characterization of the same is denied. By way of further response, it is specifically denied that Tyson stated that the “investigation subcommittee did not investigate any allegations that Mr. Douglass used Fraternity property for his personal use.” The testimony from Tyson cited in this paragraph does not support that assertion. Tyson stated that the investigation committee did not *charge* Petitioner with using Fraternity funds for personal use, not that this was not *investigated*. (Tr2 89:2-5).

88. Denied. Respondent incorporates its response to Paragraph 87 as if set forth fully herein. The subcommittee did investigate Petitioner’s use of Fraternity property for his own personal use.

April 8, 2025 Day-1 Grand Board Meeting

89. Admitted.

90. Denied. After reasonable investigation, Respondent is without sufficient knowledge or information to determine the veracity of the averments in this paragraph, and they are denied on that basis.

91. Denied. After reasonable investigation, Respondent is without sufficient knowledge or information to determine the veracity of the averments in this paragraph, and they are denied on that basis.

April 9, 2025 Grand Board Meeting Day-2 Grand Board Meeting

92. Admitted.

93. Admitted in part and denied in part. Petitioner chaired the April 9, 2025, Grand Board meeting. Respondent admits that part of the meeting was chaired by Archon Tyson.

94. Admitted.

95. Denied. The Transcript, which this paragraph relies on, is a document which speaks for itself and any characterization of the same is denied. By way of further response, the characterization of the testimony of Abraham Turner referenced in this paragraph does not sufficiently show that the *entire* Grand Board was not informed of removal prior to a packet of information being handed out at the April 9, 2025 meeting.

96. Denied. The investigative committee's written submission to the Grand Board is a document that speaks for itself and any characterization of the same is denied.

97. Denied. The investigative committee's written submission to the Grand Board is a document that speaks for itself and any characterization of the same is denied.

98. Denied. After a reasonable investigation, Respondent is without sufficient knowledge or information to determine the veracity of the averments in this paragraph, and they are denied on that basis.

99. Denied. The investigative committee's written submission to the Grand Board is a document that speaks for itself and any characterization of the same is denied.

100. Denied in part and admitted in part. It is specifically denied that Archon Tyson and Archon Heard instructed Petitioner to leave the April 9, 2025 meeting. Petitioner left the meeting on his own; no one told him to leave. (Tr1 183:7-17). In fact, Douglass admitted at the Hearing that he voluntarily left the meeting "*out of courtesy*." (Tr2 117:23-24 (emphasis added)). It is admitted only that Petitioner left. After he spoke, he slammed his hand down on the table, stating, "[y]ou have a choice to make" and then left the room. (Tr1 183:7-17; 184:4-10; SPP Ex. 7).

101. Denied in part and admitted in part. Respondent incorporates its response to Paragraph 100 as if set forth fully herein. It is admitted only that Petitioner left the meeting.

102. Denied. The Board Minutes are a document that speaks for itself and any characterization of the same is denied.

103. Admitted.

104. Admitted in part and denied in part. It is admitted that Mr. Turner questioned the recommendation of removal. The Respondent, after a reasonable investigation, is without sufficient knowledge or information to determine the veracity of the remaining averments in this paragraph, and they are denied on that basis.

105. Denied. The Transcript, which this paragraph relies on, is a document which speaks for itself and any characterization of the same is denied. By way of further response, contrary to the assertions in the SAP, Archon Tyson did in fact testify at the Hearing that the subcommittee did in fact discuss the removal of Petitioner. (Tr2 25:3-10; 26:2-7).

106. Admitted.

107. Denied. The Board Minutes are a document that speaks for itself and any characterization of the same is denied.

108. Denied. Archon Bradley's text is a document that speaks for itself and any characterization of the same is denied.

109. Denied. Archon Bradley's text is a document that speaks for itself and any characterization of the same is denied.

110. Admitted only that Archon Tyson placed Archon Romans' motion to remove the Petitioner to a vote.

111. Denied. The Board Minutes are a document that speaks for itself and any characterization of the same is denied.

112. Denied. After reasonable investigation, Respondent is without sufficient knowledge or information to determine the veracity of the averments in this paragraph, and they are denied on that basis.

113. Admit only that Archon Douglass stated he resided five minutes from the location.

114. Denied. Respondent incorporates its response to Paragraph 100 as if set forth fully herein.

115. Denied. After reasonable investigation, Respondent is without sufficient knowledge or information to determine the veracity of the averments in this paragraph, and they are denied on that basis.

116. Denied. By leaving the April 9, 2025 meeting on his own volition, Petitioner relinquished his ability to vote.

117. Denied. After reasonable investigation, Respondent is without sufficient knowledge or information to determine the veracity of the averments in this paragraph, and they are denied on that basis.

118. Denied. The Bylaws are a document that speaks for itself and any characterization of the same is denied.

119. Denied. After reasonable investigation, Respondent is without sufficient knowledge or information to determine the veracity of the averments in this paragraph, and they are denied on that basis.

120. Denied. The Minutes are a document that speaks for itself and any characterization of the same is denied.

121. Admitted.

122. Denied in part and admitted in part. The Minutes are a document that speaks for itself and any characterization of the same is denied. It is admitted that Grand Sire Archon-Elect Tyson cast the final affirmative vote on the motion to remove the Petitioner.

123. Denied. After reasonable investigation, Respondent is without sufficient knowledge or information to determine the veracity of the averments in this paragraph, and they are denied on that basis.

124. Denied. The Minutes, which this paragraph is referencing, are a document that speaks for itself and any characterization of the same is denied.

125. Denied. The Minutes, which this paragraph is referencing, are a document that speaks for itself and any characterization of the same is denied.

126. Admitted in part and denied in part. It is only admitted that Board Member Turner voted no to the removal of petitioner. The Bylaws and the Transcript of Board Member Turner's testimony are documents that speak for themselves and any characterization of the same is denied.

127. Denied. The Transcript is a document that speaks for itself and any characterization of the same is denied. To the extent a further response is required, after reasonable investigation, Respondent is without sufficient knowledge or information to determine the veracity of the averments in this paragraph, and they are denied on that basis.

128. Denied as a conclusion of law to which no response is required. By way of further response, Respondent incorporates its response to Paragraph 70 as if set forth fully herein.

129. Denied. The Minutes are a document that speaks for itself and any characterization of the same is denied.

130. Denied. After reasonable investigation, Respondent is without sufficient knowledge or information to determine the veracity of the averments in this paragraph, and they are denied on that basis.

131. Denied. After reasonable investigation, Respondent is without sufficient knowledge or information to determine the veracity of the averments in this paragraph, and they are denied on that basis.

132. Admitted.

133. Admitted that Archon Tyson according to the Bylaws succession provisions ascended to Grand Sire.

134. Admitted.

135. Denied. After reasonable investigation, Respondent is without sufficient knowledge or information to determine the veracity of the averments in this paragraph, and they

are denied on that basis. Respondent is unclear what members of the Grand Board are being referenced in this Paragraph.

Archon Tyson Refused to Reconvene Board Meeting
to Correct Procedural Error

136. Denied. After reasonable investigation, Respondent is without sufficient knowledge or information to determine the veracity of the averments in this paragraph, and they are denied on that basis.

137. Denied in part and admitted in part. It is admitted only that Archon Turner contacted Archon Tyson. The text messages are a document that speaks for itself and any characterization of the same is denied.

138. Denied in part and admitted in part. It is admitted only that Archon Bradley contacted Archon Turner. The text messages are a document that speaks for itself and any characterization of the same is denied.

139. Denied. The text messages are a document that speaks for itself and any characterization of the same is denied.

140. Admitted.

141. Denied. The “text” is a document that speaks for itself and any characterization of the same is denied.

142. Denied. The “text” is a document that speaks for itself and any characterization of the same is denied.

143. Denied. The “text” is a document that speaks for itself and any characterization of the same is denied.

144. Admitted.

145. Admitted.

146. Admitted.

147. Denied. The transcript of Archon Turner's testimony is a written document that speaks for itself and any characterization of the same is denied. The Respondent, after a reasonable investigation, is without sufficient knowledge or information to determine the veracity of the remaining averments in this paragraph, and they are denied on that basis.

148. Denied. The message in this paragraph is a document that speaks for itself and any characterization of the same is denied.

149. Admit in part and denied in part. Archon Tyson had no duty to reconvene the Board based on Archon Turner's request. Archon Turner failed to meet the prerequisite for calling a special meeting; Archon Tyson had no duty to call one.

150. Denied. The Bylaws are a document that speaks for itself and any characterization of the same is denied.

151. Denied. Archon Tyus never refused to contact Bradley and had no duty to contact Archon Bradley.

152. Denied. The Bylaws are a document that speaks for itself and any characterization of the same is denied.

153. Denied. The nationwide statement is a document that speaks for itself and any characterization of the same is denied. After reasonable investigation, Respondent is without sufficient knowledge or information to determine the veracity of the remaining averments in this paragraph, and they are denied on that basis.

The Fraternity Declared Bylaw 2, Section 4(G) Ambiguous and Susceptible to Differing Interpretations

154. Admitted in part and denied in part. The Transcript of Archon Searcy's testimony is a document that speaks for itself and any characterization of the same is denied. It is admitted

that the Grand Board requested the Executive Committee to provide an interpretation of Bylaw 2, Section 4(G).

155. Admitted in part and denied in part. The Transcript of Archon Webster's testimony is a document that speaks for itself and any characterization of the same is denied. It is admitted that the Executive Committee requested the Grand Constitution and Bylaws Committee ("GCBC") to provide an opinion regarding the removal of a Grand Officer from the Grand Board.

156. Admitted in part and denied in part. It is admitted that Bylaw 2, Section 4(G), has never been amended. By way of further response, the Bylaws are a document that speaks for itself and any characterization of the same is denied.

157. Denied. After reasonable investigation, Respondent is without sufficient knowledge or information to determine the veracity of the averments in this paragraph, and they are denied on that basis.

158. Denied as a legal conclusion to which no response is required. To the extent a response is required, the Opinion is a document which speaks for itself and any characterization of the same is denied.

159. Admitted. Archon Tyson had no reason to inform Petitioner that the Executive Committee was reviewing the interpretation of Bylaw 2, Section 4(G) because Petitioner had already been removed at that time.

160. Denied. The memorandum is a document that speaks for itself and any characterization of the same is denied. By way of further response, it is specifically denied that the GCBC's intention were "to make sure the Douglass vote was not corrected." There is no basis for this assertion. The GCBC was simply interpreting Bylaw 2, Section 4(G).

161. Admitted.

162. Admitted.

163. Denied as a legal conclusion to which no response is required. By way of further response, the Opinion is a document that speaks for itself and any characterization of the same is denied. Respondent incorporates its response to Paragraph 70 as if set forth fully herein.

164. Denied as stated. The Transcript of Archon Webster is a document that speaks for itself and any characterization of the same is denied. By way of further response, this paragraph misrepresents the testimony of Archon Webster, who confirmed what the recommendation to the board stated. He did not affirmatively indicate that the Robert's Rules were relied upon. The recommendation to the Grand Board is a document that speaks for itself and any characterization of the same is denied.

The GCBC's April 21, 2025 Interpretation of Bylaw 2, Section 4(G) is Absurd

165. The April 21, 2025 GCBC Memorandum ("Memorandum") is a document that speaks for itself and any characterization of the same is denied.

166. Denied as stated. The Grand Board does not set forth the requirements of Grand Board Meetings; the Bylaws and Constitution do.

167. Admitted.

168. Denied. The Bylaws is a document that speaks for itself and any characterization of the same is denied.

169. Denied as a legal conclusion to which no response is required. To the extent the allegations are deemed factual, they are denied. The Opinion is a document that speaks for itself and any characterization of the same is denied.

170. Denied as a legal conclusion to which no response is required.

171. Denied as a legal conclusion to which no response is required.

172. Denied as a legal conclusion to which no response is required. To the extent the allegations are deemed factual, they are denied. The Memorandum is a document that speaks for itself and any characterization of the same is denied.

173. Denied as a legal conclusion to which no response is required. To the extent the allegations are deemed factual, they are denied. The Opinion is a document that speaks for itself and any characterization of the same is denied.

174. Denied in part and admitted in part. It is admitted that on May 9, 2025, the Fraternity's Executive Committee passed and approved the GCBC's interpretation of Bylaw 2, Section 4(G). It is denied that this interpretation was "absurd." This allegation is a legal conclusion to which no response is required.

175. Denied. The Constitution is a document that speaks for itself and any characterization of the same is denied.

176. Denied as a legal conclusion to which no response is required. To the extent the allegations are deemed factual, they are denied. The executive committee did not "effectively amend" Bylaw 2 Section 4G. The interpretation of Bylaw 2 Section 4G was the correct interpretation which gave effect to the intent of the drafters. As such, there was no amendment.

177. Denied as a legal conclusion to which no response is required.

The Illegal Ratification

178. Admitted in part and denied in part. Archon Douglass was suspended on May 21, 2025.

179. Admitted.

180. Admitted.

181. Denied. After reasonable investigation, Respondent is without sufficient knowledge or information to determine the veracity of the averments in this paragraph, and they are denied on that basis.

182. Admitted

183. Denied. The May 21, 2025 Grand Board Resolution (“Resolution”) is a document that speaks for itself and any characterization of the same is denied.

184. Denied. The Resolution is a document that speaks for itself and any characterization of the same is denied.

185. Denied. The Resolution is a document that speaks for itself and any characterization of the same is denied.

186. Denied. The Transcript of Archon Tyson’s testimony is a document that speaks for itself and any characterization of the same is denied.

187. Denied. The Resolution is a document that speaks for itself and any characterization of the same is denied.

188. Denied. The Transcript of Archon Tyson’s testimony is a document that speaks for itself and any characterization of the same is denied.

189. Denied. The Constitution is a document that speaks for itself and any characterization of the same is denied.

190. Denied as a legal conclusion to which no response is required. To the extent this paragraph is deemed factual, it is denied. Bylaw 2, Section 4G permits the removal of a Grand Board member by a majority of the Grand Board members present and voting at any given meeting. This was the intent of the drafters of Bylaw 2, Section 4G.

191. Admitted in part and denied in part. It is admitted that if there is a quorum of eight (8) Board Members, under Bylaw 2 Section 4G, a Grand Board member could be removed on less than 6 votes. It is denied that this interpretation is “absurd.” This allegation is a legal conclusion and therefore no response is required. To the extent it is deemed actual and a response is required, it is denied. This interpretation was what the drafters intended, it is therefore not absurd.

192. Denied as a legal conclusion to which no response is required.

193. Denied as a legal conclusion to which no response is required. By way of further response, the Opinion is a document that speaks for itself and any characterization of the same is denied. Respondent also incorporate by reference its response to Paragraph 70 as if set forth fully herein.

194. Denied as a legal conclusion to which no response is required. By way of further response, the Opinion is a document that speaks for itself and any characterization of the same is denied. Respondent also incorporate by reference its response to Paragraph 70 as if set forth fully herein. By way of further response, the Opinion is not the law of the case. *Philadelphia Fire Fighters’ Union, Local 22, International Association of Fire Fighters, AFL-CIO v. City of Philadelphia*, 901 A.2d 560 (Pa. Cmwlth. 2006) (“Far from establishing a ‘law of the case,’ a preliminary injunction is a temporary remedy that cannot serve as a final adjudication of the merits.”).

195. Denied as a legal conclusion to which no response is required.

196. Denied as a legal conclusion to which no response is required. To the extent the allegations in this paragraph are deemed factual, they are denied. The Constitution and Bylaws are documents that speak for themselves and any characterization of the same is denied.

197. Denied. The Bylaws are a document that speaks for itself and any characterization of the same is denied.

198. Denied as a legal conclusion to which no response is required. To the extent the allegations in this paragraph are deemed factual, they are denied. The Constitution is a document that speaks for itself and any characterization of the same is denied.

199. Denied as a legal conclusion to which no response is required. To the extent the allegations in this paragraph are deemed factual, they are denied. The Opinion is a document that speaks for itself and any characterization of the same is denied. By way of further response, contrary to the Opinion which is not the law of the case, the ratification of the removal of Petitioner was effective for the reasons set forth in Respondent's opposition to Petitioner's Partial Motion for Summary Judgment. (*See* Respondent's Nov. 26, 2025 Opp. at VI(B)(iii)).

The Retaliation and Irreparable Harm

200. Denied. After reasonable investigation, Respondent is without sufficient knowledge or information to determine the veracity of the averments in this paragraph, and they are denied on that basis. By way of further response, there was no Exhibit C filed in connection with the SAP.

201. Denied. After reasonable investigation, Respondent is without sufficient knowledge or information to determine the veracity of the averments in this paragraph, and they are denied on that basis.

202. Admitted in part and denied in part. It is admitted that Archon Tyson sent a communication to the Fraternity on April 28, 2025. However, that communication is a document that speaks for itself and any characterization of the same is denied.

203. Denied. The April 28, 2025 did not contain any false statements.

204. Admitted.

205. Admitted.

206. Admitted.

207. Admitted.

208. Admitted.

209. Denied. The May 27, 2025 communication is a document that speaks for itself and any characterization of the same is denied.

210. Admitted in part and denied in part. Petitioner was still an active member of the Fraternity prior to this action. However, he was not in good standing as exemplified by the investigations into his misconduct.

211. Denied as a legal conclusion to which no response is required. To the extent the allegations in this paragraph are deemed factual, Respondent admits in part and denies in part, in that Archon Turner was allowed to attend and did attend the meeting. Archon Turner was only from part of the Board's meeting in which the Douglass litigation strategy was discussed. After reasonable investigation, Respondent is without sufficient knowledge or information to determine the veracity of the averments in this paragraph, and they are denied on that basis.

212. Denied as a legal conclusion to which no response is required. To the extent the allegations in this paragraph are deemed factual, Respondent admits in part and denies in part, in that Archon Turner was allowed to attend and did attend the meeting. Archon Turner was only present for part of the Board's meeting in which the Douglass litigation strategy was discussed.

213. Denied as a legal conclusion to which no response is required. To the extent the allegations in this paragraph are deemed factual, the allegation is denied. Archon Tyson has never engaged in such conduct.

214. Admitted.

215. Denied. There has been no “detrimental and negative impact on the Fraternity” as the Fraternity is fully capable of electing a new Grand Sire Archon if he becomes unable to perform his duties as provided for under the Bylaws. (*See* IH Ex. P-28 at Bylaw 12 Section 5F).

216. Denied. The lack of a Grand Sire Archon-Elect does not disrupt the smooth operation of the Fraternity because the Boulé can elect a new Grand Sire Archon-Elect at any meeting. (*See id.*)

217. Denied. There is no provision in the Constitution or Bylaws that would allow Petitioner to be “put back” in his position. If the court were to order that Petitioner be put back in his position, the Fraternity would not be a “smooth running organization.” Rather, there would be great hostility and chaos as the Fraternity would be led by an individual, Petitioner, who has brought a contentious lawsuit against the very organization he seeks to preside over.

COUNT I

Petitioner v. Defendant Grand Boulé of Sigma Pi Phi Fraternity Declaratory Judgment, 42 Pa. C.S.A. § 7531 *et seq.*

218. Respondent incorporates by reference its response to paragraph 1-217 as if set forth herein.

219. Denied. The Constitution & Bylaws were adopted and admitted in 2022.

220. Denied. The Bylaws are a document that speaks for itself and any characterization of the same is denied.

221. Denied. The Bylaws are a document that speaks for itself and any characterization of the same is denied.

222. Denied. The Bylaws are a document that speaks for itself and any characterization of the same is denied.

223. Denied. The Bylaws are a document that speaks for itself and any characterization of the same is denied.

224. Denied as a legal conclusion to which no response is required. To the extent the allegations in this paragraph are deemed factual, they are denied. The Bylaws are a document that speaks for itself and any characterization of the same is denied. By way of further response, “the entire Grand Board” means the “entire Grand Board *present and voting at any meeting*.” (IH ex. P-28 at Bylaw 2, Section 4G (emphasis added)). Reading this paragraph as the Petitioner suggested would render the phrase “present and voting” meaningless—which is contrary to Pennsylvania law. *See Commonwealth v. UPMC*, 129 A.3d 441, 464 (Pa. 2015) (stating that a document “must be interpreted to give effect to all of its provisions.”); *LJL Transp. v. Pilot Air Freight*, 962 A.2d 639, 648 (Pa. 2009) (a court cannot “interpret one provision of a contract in a manner which results in another portion being annulled.”); *Bochetto & Lentz, P.C. v. Nothstein*, 2024 Pa. Dist. & Cnty. Dec. LEXIS 133, 2024 Pa. Dist. & Cnty. Dec. LEXIS 133, *8 (C.P. Lehigh June 21, 2024) (“The court cannot interpret one provision of a contract in such a way as to render another provision meaningless or superfluous.”).

225. Admitted.

226. Admitted.

227. Denied. The Fraternity did not prevent Petitioner from voting on the motion. No one on the Grand Board told Petitioner to leave the meeting. Rather, Petitioner admitted at the Hearing that he voluntarily left the meeting “*out of courtesy*.” (Tr2 117:23-24 (emphasis added)).

228. Denied. After reasonable investigation, Respondent is without sufficient knowledge or information to determine the veracity of the averments in this paragraph, and they are denied on that basis.

229. Denied. The Bylaws are a document that speaks for itself and any characterization of the same is denied. By way of further response, upon information and belief, Petitioner was aware that the Fraternity was investigating his conduct prior to the April 9, 2025 meeting. Petitioner had every opportunity to obtain counsel before the April 9, 2025 meeting by voluntarily elected not to do so. He also had an opportunity to confront the charges at the April 9, 2025 meeting, but he chose to leave the meeting “out of courtesy” and elected not to stay and confront the charges. (Tr2 117:23-24).

230. Admitted in part and denied in part. It is admitted that at one point in time at the April 9, 2025 meeting, all fourteen (14) members of the Grand Board were present in person or virtually. But not all fourteen (14) members were present for the entire duration of the meeting. Petitioner voluntarily left the meeting. (Tr2 117:23-24). Archon Bradley also left the meeting. (IH Ex. 6 at 3).

231. Denied. The Minutes are a document that speaks for itself and any characterization of the same is denied.

232. Denied as a legal conclusion to which no response is required.

233. Denied as a legal conclusion to which no response is required. By way of further response, Respondent incorporates its response to Paragraph 70 as if set forth fully herein.

234. Denied as a legal conclusion to which no response is required. To the extent the allegations in this paragraph are deemed factual, they are denied. The vote was not a failed vote. Petitioner was rightfully removed by a two thirds affirmative vote of the “entire Grand Board present and voting at [the April 9, 2026] meeting.” (IH ex. P-28 at Bylaw 2, Section 4G). Therefore, the Grand Board did not make any false statements with regard to the Petitioner’s removal.

235. Denied as a legal conclusion to which no response is required. To the extent the allegations in this paragraph are deemed factual, they are denied. Respondent incorporates its response to Paragraph 234 as if set forth fully herein. By way of further response, the replacement of Petitioner with the Grand Sire Archon-Elect was lawful under the Bylaws. Therefore, after his removal, Petitioner has no duties to fulfill as he was no longer the Grand Sire Archon.

236. Denied as a legal conclusion to which no response is required.

237. Denied as a legal conclusion to which no response is required.

WHEREFORE, Respondent demands judgment in its favor and against Petitioner with respect to all counts of Petitioner's Second Amended Petition, together with such other relief as this Court deems equitable, just, and proper.

COUNT II

Petitioner v. Defendant Grand Boulé of Sigma Pi Phi Fraternity Violation of The Pennsylvania Nonprofit Corporation Law of 1988

238. Respondent incorporates by reference its response to paragraph 1-237 as if set forth herein.

239. Denied as a legal conclusion to which no response is required.

240. Denied as a legal conclusion to which no response is required.

241. Denied as a legal conclusion to which no response is required. To the extent that the allegations in this paragraph are deemed factual, it is admitted that the Grand Boulé is a Pennsylvania Non-Profit Corporation founded in 1904 in the City of Philadelphia.

242. Denied as a legal conclusion to which no response is required.

243. Denied as a legal conclusion to which no response is required.

244. Denied as a legal conclusion to which no response is required.

245. Denied as a legal conclusion to which no response is required.

246. Denied. The Bylaws are a document that speaks for itself and any characterization of the same is denied.

247. Denied as a legal conclusion to which no response is required. To the extent that the allegations in this paragraph are deemed factual, they are denied. The Bylaws are a document that speaks for itself and any characterization of the same is denied.

248. Denied as a legal conclusion to which no response is required. To the extent that the allegations in this paragraph are deemed factual, they are denied. The Bylaws are a document that speaks for itself and any characterization of the same is denied.

249. Denied as a legal conclusion to which no response is required. To the extent that the allegations in this paragraph are deemed factual, they are denied. The Bylaws are a document that speaks for itself and any characterization of the same is denied. By way of further response, Respondent incorporates its response to Paragraph 224 as if set forth fully herein.

250. Denied in part and admitted in part. It is admitted that two thirds of fourteen equals 9.3, which is rounded to ten (10). It is denied that there were fourteen (14) members of the Grand Board at the April 9, 2025 meeting for the entire duration of the meeting. It is admitted that at one point in time at the April 9, 2025 meeting, all fourteen (14) members of the Grand Board were present in person or virtually. But not all fourteen (14) members were present for the entire duration of the meeting. Petitioner voluntarily left the meeting. (Tr2 117:23-24). Archon Bradley also left the meeting. (IH Ex. 6 at 3).

251. Admitted.

252. Denied as a legal conclusion to which no response is required. To the extent that the allegations in this paragraph are deemed factual, they are denied. The vote was not a failed vote. Petitioner was rightfully removed by a two thirds affirmative vote of the “entire Grand Board

present and voting at [the April 9, 2026] meeting.” (IH ex. P-28 at Bylaw 2, Section 4G). Therefore, Petitioner was not stripped of any duties of the Grand Sire Archon as he no longer held that position.

253. Denied as a legal conclusion to which no response is required. To the extent that the allegations in this paragraph are deemed factual, they are denied. Petitioner was not stripped of his title—he was lawfully removed under the Bylaws.

254. Denied as a legal conclusion to which no response is required. To the extent that the allegations in this paragraph are deemed factual, they are denied. The statements in the April 28, 2025 communication were not false. Moreover, the statement is the April 28, 2025 email did not pertain to the investigations allegations but rather pertained to a separate matter.

255. Admitted in part and denied in part. It is admitted that the Fraternity initiated a formal complaint against Petitioner and suspended Petitioner from the Fraternity. The remaining allegations in this paragraph are denied as legal conclusions to which no response is required.

256. Denied as a legal conclusion to which no response is required.

257. Denied as a legal conclusion to which no response is required.

WHEREFORE, Respondent demands judgment in its favor and against Petitioner with respect to all counts of Petitioner’s Second Amended Petition, together with such other relief as this Court deems equitable, just, and proper.

COUNT III

Unlawful Ratification 15 Pa. C.S.A. §§ 228.

Petitioner v. Defendant Grand Boulé of Sigma Pi Phi Fraternity

258. Respondent incorporates by reference its response to paragraph 1-257 as if set forth herein.

259. Denied as a legal conclusion to which no response is required.

260. Denied as a legal conclusion to which no response is required.

261. Denied as a legal conclusion to which no response is required. To the extent the allegations in this paragraph are deemed factual, after reasonable investigation, Respondent is without sufficient knowledge or information to determine the veracity of the averments in this paragraph, and they are denied on that basis.

262. Denied as a legal conclusion to which no response is required.

263. Denied as a legal conclusion to which no response is required.

264. Denied as a legal conclusion to which no response is required.

265. Denied as a legal conclusion to which no response is required.

266. Denied as a legal conclusion to which no response is required. To the extent the allegations in this paragraph are deemed factual, they are denied. The Bylaws are a document that speaks for itself and any characterization of the same is denied.

267. Denied as a legal conclusion to which no response is required. To the extent the allegations in this paragraph are deemed factual, they are denied. The Bylaws are a document that speaks for itself and any characterization of the same is denied.

268. Denied as a legal conclusion to which no response is required. To the extent the allegations in this paragraph are deemed factual, they are denied. The Bylaws are a document that speaks for itself and any characterization of the same is denied. By way of further response, Respondent incorporates its response to Paragraph 224 as if set forth fully herein.

269. Admitted in part and denied in part. It is admitted that if there is a quorum of eight (8) Board Members, under Bylaw 2 Section 4G, a Grand Board member could be removed on less than 6 votes. It is denied that this interpretation is “absurd.” This allegation is a legal conclusion

and therefore no response is required. To the extent it is deemed actual and a response is required, it is denied. This interpretation was what the drafters intended, it is therefore not absurd.

270. Denied as a legal conclusion to which no response is required.

271. Denied as a legal conclusion to which no response is required.

272. Denied as a legal conclusion to which no response is required. To the extent the allegations in this paragraph are deemed factual, they are denied. The Constitution and Bylaws are documents that speak for themselves and any characterization of the same is denied.

273. Denied. The Bylaws are a document that speaks for itself and any characterization of the same is denied.

274. Denied as a legal conclusion to which no response is required. To the extent the allegations in this paragraph are deemed factual, they are denied. The Constitution is a document that speaks for itself and any characterization of the same is denied.

275. Denied as a legal conclusion to which no response is required.

276. Denied as a legal conclusion to which no response is required.

277. Denied as a legal conclusion to which no response is required. To the extent the allegations in this paragraph are deemed factual, they are denied. The Constitution and Bylaws are documents that speak for themselves and any characterization of the same is denied.

278. Denied. The Bylaws are a document that speaks for itself and any characterization of the same is denied.

279. Denied as a legal conclusion to which no response is required. To the extent the allegations in this paragraph are deemed factual, they are denied. The Constitution and Bylaws are documents that speak for themselves and any characterization of the same is denied.

280. Admitted.

281. Denied. The Grand Board did not change the meaning of Section 4G—it interpreted the provision consistent with the intent of the drafters.

282. Denied as a legal conclusion to which no response is required.

283. Denied. After reasonable investigation, Respondent is without sufficient knowledge or information to determine the veracity of the averments in this paragraph, and they are denied on that basis.

284. Admitted in part and denied in part. It is admitted that, on May 21, 2025, the Grand Board declared that the new interpretation would be applied retroactively to April 9, 2025. As to the remaining allegations in the paragraph, after reasonable investigation, Respondent is without sufficient knowledge or information to determine the veracity of the remaining averments in this paragraph, and they are denied on that basis.

285. Admitted in part and denied in part. It is admitted that, on May 21, 2025, the Grand Board applied the new interpretation to April 9, 2025. As to the remaining allegations in the paragraph, after reasonable investigation, Respondent is without sufficient knowledge or information to determine the veracity of the remaining averments in this paragraph, and they are denied on that basis.

286. Denied. After reasonable investigation, Respondent is without sufficient knowledge or information to determine the veracity of the averments in this paragraph, and they are denied on that basis.

287. Admitted.

288. Denied as a legal conclusion to which no response is required.

289. Denied. After reasonable investigation, Respondent is without sufficient knowledge or information to determine the veracity of the averments in this paragraph, and they are denied on that basis.

290. Denied as a legal conclusion to which no response is required. To the extent the allegations in this paragraph are deemed factual, they are denied. The Bylaws are documents that speak for itself and any characterization of the same is denied.

291. Denied as a legal conclusion to which no response is required.

WHEREFORE, Respondent demands judgment in its favor and against Petitioner with respect to all counts of Petitioner's Second Amended Petition, together with such other relief as this Court deems equitable, just, and proper.

COUNT IV

Petitioner v. Defendant Grand Boulé of Sigma Pi Phi Fraternity Defamation

292. Respondent incorporates by reference its response to paragraph 1-291 as if set forth herein.

293. Denied as a legal conclusion to which no response is required.

294. Denied as a legal conclusion to which no response is required. To the extent the allegations in this paragraph are deemed factual, they are denied. Any communication from the Grand Boulé Executive Director is a document that speaks for itself and any characterization of the same is denied. By way of further response, as to the remaining allegations in the paragraph, after reasonable investigation, Respondent is without sufficient knowledge or information to determine the veracity of the remaining averments in this paragraph, and they are denied on that basis.

295. Denied as a legal conclusion to which no response is required. To the extent the allegations in this paragraph are deemed factual, they are denied. After reasonable investigation, Respondent is without sufficient knowledge or information to determine the veracity of the averments in this paragraph, and they are denied on that basis.

296. Denied as a legal conclusion to which no response is required. To the extent the allegations in this paragraph are deemed factual, they are denied. Any communication from the Grand Grammateus is a document that speaks for itself and any characterization of the same is denied. By way of further response, as to the remaining allegations in the paragraph, after reasonable investigation, Respondent is without sufficient knowledge or information to determine the veracity of the remaining averments in this paragraph, and they are denied on that basis.

297. Denied as a legal conclusion to which no response is required. To the extent the allegations in this paragraph are deemed factual, they are denied. The statement from Archon Tyson was true.

298. Denied as a legal conclusion to which no response is required. To the extent the allegations in this paragraph are deemed factual, they are denied. Any communication from the Grand Grammateus is a document that speaks for itself and any characterization of the same is denied. By way of further response, as to the remaining allegations in the paragraph, after reasonable investigation, Respondent is without sufficient knowledge or information to determine the veracity of the remaining averments in this paragraph, and they are denied on that basis.

299. Denied. After reasonable investigation, Respondent is without sufficient knowledge or information to determine the veracity of the averments in this paragraph, and they are denied on that basis.

300. Denied. After reasonable investigation, Respondent is without sufficient knowledge or information to determine the veracity of the averments in this paragraph, and they are denied on that basis.

301. Denied as a legal conclusion to which no response is required. To the extent the allegations in this paragraph are deemed factual, they are denied. Any communications are documents that speaks for themselves and any characterization of the same is denied. By way of further response, as to the remaining allegations in the paragraph, after reasonable investigation, Respondent is without sufficient knowledge or information to determine the veracity of the remaining averments in this paragraph, and they are denied on that basis.

302. Denied as a legal conclusion to which no response is required.

303. Denied as a legal conclusion to which no response is required.

WHEREFORE, Respondent demands judgment in its favor and against Petitioner with respect to all counts of Petitioner's Second Amended Petition, together with such other relief as this Court deems equitable, just, and proper.

COUNT V

Petitioner v. Defendant Grand Boulé of Sigma Pi Phi Fraternity Commercial Disparagement

304. Respondent incorporates by reference its response to paragraph 1-303 as if set forth herein.

305. Denied as a legal conclusion to which no response is required.

306. Denied as a legal conclusion to which no response is required. To the extent the allegations in this paragraph are deemed factual, they are denied. The statement from Archon Tyson was true.

307. Denied as a legal conclusion to which no response is required. To the extent the allegations in this paragraph are deemed factual, they are denied. Any communication from the Grand Grammateus is a document that speaks for itself and any characterization of the same is denied. By way of further response, as to the remaining allegations in the paragraph, after reasonable investigation, Respondent is without sufficient knowledge or information to determine the veracity of the remaining averments in this paragraph, and they are denied on that basis.

308. Denied as a legal conclusion to which no response is required. To the extent the allegations in this paragraph are deemed factual, they are denied. Any communications are documents that speaks for themselves and any characterization of the same is denied. By way of further response, as to the remaining allegations in the paragraph, after reasonable investigation, Respondent is without sufficient knowledge or information to determine the veracity of the remaining averments in this paragraph, and they are denied on that basis.

309. Denied as a legal conclusion to which no response is required. To the extent the allegations in this paragraph are deemed factual, they are denied. Any communications are documents that speaks for themselves and any characterization of the same is denied. By way of further response, as to the remaining allegations in the paragraph, after reasonable investigation, Respondent is without sufficient knowledge or information to determine the veracity of the remaining averments in this paragraph, and they are denied on that basis.

310. Denied as a legal conclusion to which no response is required.

311. Denied as a legal conclusion to which no response is required.

WHEREFORE, Respondent demands judgment in its favor and against Petitioner with respect to all counts of Petitioner's Second Amended Petition, together with such other relief as this Court deems equitable, just, and proper.

NEW MATTER

1. Prior to April 9, 2025, the Grand Board initiated and conducted an investigation into allegations of misconduct by Petitioner during his tenure, including but not limited to:

- a. Authorization of expenditures inconsistent with established Grand Boulé policies and financial controls;
- b. Exceeding authorized travel budgets without proper approval;
- c. Failure to follow Grand Board requirements and directives regarding the engagement and scope of work for General Counsel; and
- d. Unauthorized use of Fraternity resources contrary to Grand Board directives and established procedures.

(*See* Ex. A to Respondent's Oct. 13, 2025 Preliminary Objections ("Searcy Decl.") at ¶¶ 3, 7).

2. The investigation revealed conduct by Petitioner that constituted violations of the Grand Boulé's governance documents, policies, and his fiduciary responsibilities to the Fraternity.

3. Petitioner was made aware of the nature of the allegations against him and was provided with opportunities to respond, including meeting with the investigative committee and addressing the Grand Board prior to any vote concerning his removal.

4. The actions taken by the Grand Boulé with respect to Petitioner were predicated upon these good faith findings of misconduct and were necessary to protect the interests, integrity, and proper governance of the Fraternity.

5. Bylaw 2, Section 4G of the Bylaws, concerning the removal of a Grand Board member, was interpreted by the Grand Boulé's Grand Constitution & Bylaws Committee ("GBGCBC"), a body duly authorized to interpret the Constitution & Bylaws. (Searcy Decl., ¶ 5).

6. The GBGCBC concluded that the phrase “a two-thirds affirmative vote of the entire Grand Board present and voting at any meeting” in Bylaw 2, Section 4G requires a two-thirds affirmative vote of those Grand Board members who are present at the meeting and cast a vote and does not include members who are absent or who are present but abstain from voting. (*Id.*).

7. This interpretation is reasonable, consistent with standard parliamentary procedure, including principles outlined in Robert’s Rules of Order (which the Constitution & Bylaws references as a guide), and aligns with the operational needs of the Grand Boulé. (*Id.*).

8. On or about May 9, 2025, the Executive Committee of the Grand Boulé formally adopted and ratified the GBGCBC’s interpretation of Bylaw 2, Section 4G, making said interpretation effective nunc pro tunc to April 9, 2025, thereby clarifying the existing bylaw. (*Id.*).

9. The vote taken on April 9, 2025, concerning Petitioner’s removal resulted in eight (8) affirmative votes for removal, which constituted the requisite two-thirds majority of those Grand Board members present and voting under the aforementioned reasonable and authoritative interpretation of Bylaw 2, Section 4G. (Searcy Decl., ¶ 2).

10. On or about May 21, 2025, at a duly convened meeting of the Grand Board, the Grand Board again considered the matter of Petitioner’s removal. (Searcy Decl., ¶ 9)

11. At the May 21, 2025 meeting, the Grand Board voted eleven (11) to zero (0) to sustain and ratify the April 9, 2025, removal of Petitioner from the position of Grand Sire Archon. (*Id.*).

12. This unanimous ratification vote included Grand Board members who were not present at the April 9, 2025, meeting and members who had previously voted against removal on April 9, 2025, demonstrating a clear and unequivocal affirmation of the decision by the full deliberative body. (*Id.*).

13. Subsequent to his removal, Petitioner has engaged in further misconduct, including but not limited to:

- a. Unauthorized use of the Grand Boulé's name, trademarks, and letterhead;
- b. Operation of unauthorized websites purporting to represent the Grand Boulé or his former position; and
- c. Dissemination of false, misleading, and defamatory information concerning the Grand Boulé, its leadership, and the circumstances of his removal.

(Ex. A Searcy Decl., ¶ 8)

14. This ongoing misconduct by Petitioner has necessitated legal action by the Grand Boulé to protect its interests, including the filing of a federal lawsuit.

15. Contrary to Petitioner's allegations, he was afforded all due process to which he was entitled under the Constitution and Bylaws and principles of fundamental fairness applicable to private, voluntary organizations. (Ex. A Searcy Decl., ¶ 3)

16. Petitioner was provided with notice of the allegations against him. (*Id.*).

17. Petitioner was given a meaningful opportunity to be heard, which included meeting with the investigative committee to discuss each allegation and addressing the Grand Board prior to the vote on his removal on April 9, 2025. (*Id.*).

18. Any and all actions taken by the Grand Boulé with respect to Petitioner subsequent to his removal, including the initiation of disciplinary proceedings and his administrative suspension, were independent, justified, and good faith responses to Petitioner's own separate and subsequent misconduct, or were standard procedures triggered by the nature of ongoing disputes and Petitioner's actions.

19. Such subsequent misconduct by Petitioner includes, but is not limited to, his unauthorized use of Grand Boulé intellectual property, dissemination of false and defamatory information, and other actions detrimental to the Fraternity, as detailed in the Fourth Affirmative Defense below.

20. The Grand Boulé was entitled, and indeed obligated, to take appropriate action to address Petitioner's post-removal misconduct and to protect the Fraternity's interests, reputation, and assets.

21. On or about April 30, 2025, Petitioner conducted a Zoom webcast that was accessible to the public.

22. During this April 30, 2025, public Zoom webcast, Petitioner himself voluntarily and publicly disclosed the specific details and grounds for his removal from his leadership position within the Grand Boulé.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE (Justification and For Cause Removal)

23. Respondent incorporates by reference its averments in the preceding paragraphs of this Answer and New Matter as if fully set forth herein.

24. Petitioner's removal from the position of Grand Sire Archon and any related actions taken by the Grand Boulé were justified and undertaken for good and sufficient cause.

25. Prior to April 9, 2025, the Grand Board of the Grand Boulé initiated and conducted an investigation into allegations of misconduct by Petitioner during his tenure, including but not limited to:

- a. Authorization of expenditures inconsistent with established Grand Boulé policies and financial controls;

- b. Exceeding authorized travel budgets without proper approval;
- c. Failure to follow Grand Board requirements and directives regarding the engagement and scope of work for General Counsel; and
- d. Unauthorized use of Fraternity resources contrary to Grand Board directives and established procedures.

(See Searcy Decl. at ¶¶ 3, 7).

26. The investigation revealed conduct by Petitioner that constituted violations of the Grand Boulé's governance documents, policies, and his fiduciary responsibilities to the Fraternity. (*Id.*)

27. Petitioner was made aware of the nature of the allegations against him and was provided with opportunities to respond, including meeting with the investigative committee and addressing the Grand Board prior to any vote concerning his removal. (*Id.* at ¶¶ 3, 4).

28. The actions taken by the Grand Boulé with respect to Petitioner were predicated upon these good faith findings of misconduct and were necessary to protect the interests, integrity, and proper governance of the Fraternity.

29. To the extent Petitioner alleges harm from statements or communications made by the Grand Boulé concerning his removal, such communications were privileged as they were made in good faith, by and to individuals with a legitimate common interest in the governance and affairs of the Grand Boulé, and concerned matters directly pertinent to the Fraternity's operations and the conduct of its officers.

30. By reason of the foregoing, Petitioner's claims are barred, in whole or in part, by the doctrine of justification and privilege, and because his removal was for cause.

SECOND AFFIRMATIVE DEFENSE
(Compliance with Governing Documents, Lawful Interpretation, and Judicial Deference)

31. Respondent incorporates by reference its averments in the preceding paragraphs of this Answer and New Matter as if fully set forth herein.

32. The Grand Boulé, in all actions taken with respect to Petitioner, acted in accordance with, and pursuant to reasonable interpretations of, its Constitution & Bylaws and applicable Pennsylvania law.

33. Specifically, Bylaw 2, Section 4G of the Bylaws, concerning the removal of a Grand Board member, was interpreted by the Grand Boulé's GBGCBC, a body duly authorized to interpret the Constitution & Bylaws. (Searcy Decl., ¶ 5)

34. The GBGCBC concluded that the phrase "a two-thirds affirmative vote of the entire Grand Board present and voting at any meeting" in Bylaw 2, Section 4G requires a two-thirds affirmative vote of those Grand Board members who are present at the meeting and cast a vote and does not include members who are absent or who are present but abstain from voting. (*Id.*).

35. This interpretation is reasonable, consistent with standard parliamentary procedure, including principles outlined in Robert's Rules of Order (which the Constitution & Bylaws references as a guide), and aligns with the operational needs of the Grand Boulé. (*Id.*).

36. On or about May 9, 2025, the Executive Committee of the Grand Boulé formally adopted and ratified the GBGCBC's interpretation of Bylaw 2, Section 4G, making said interpretation effective nunc pro tunc to April 9, 2025, thereby clarifying the existing bylaw. (*Id.*).

37. The vote taken on April 9, 2025, concerning Petitioner's removal resulted in eight (8) affirmative votes for removal, which constituted the requisite two-thirds majority of those Grand Board members present and voting under the aforementioned reasonable and authoritative interpretation of Bylaw 2, Section 4G. (Searcy Decl., ¶ 2).

38. Pennsylvania law affords judicial deference to the internal governance decisions of private, voluntary nonprofit organizations, including their reasonable interpretations of their own bylaws, particularly when such interpretations are made in good faith and by the bodies authorized to do so. *See, e.g., Silfies v. Tashner*, 14 Pa. D. & C.3d 162-63 (C.P. 1979); *McAbier v. Pleasant Valley W. Club*, 65 Pa. D. & C.5th 449, 471 (C.P. 2017); *Zampogna v. Law Enforcement Health Benefits, Inc.*, 151 A.3d 1003, 1012-13 (Pa. 2016).

39. The decisions of the Grand Board regarding Petitioner's removal and the interpretation of its Bylaws are protected by the Business Judgment Rule, as they were made in good faith, with due care (on an informed basis), and with the honest belief that the actions taken were in the best interests of the Grand Boulé.

40. By reason of the foregoing, Petitioner's claims, which are predicated on an alleged misinterpretation or violation of the Constitution & Bylaws, are barred.

THIRD AFFIRMATIVE DEFENSE (Ratification)

41. Respondent incorporates by reference its averments in the preceding paragraphs of this Answer and New Matter as if fully set forth herein.

42. Even assuming, arguendo, that there were any procedural irregularities or defects in the April 9, 2025, vote concerning Petitioner's removal (all of which Respondent denies), any such alleged irregularities or defects were fully cured by subsequent actions of the Grand Board.

43. On or about May 21, 2025, at a duly convened meeting of the Grand Board, the Grand Board again considered the matter of Petitioner's removal. (Searcy Decl., ¶ 9)

44. At the May 21, 2025, meeting, the Grand Board voted eleven (11) to zero (0) to sustain and ratify the April 9, 2025, removal of Petitioner from the position of Grand Sire Archon. (*Id.*).

45. This unanimous ratification vote included Grand Board members who were not present at the April 9, 2025, meeting and members who had previously voted against removal on April 9, 2025, demonstrating a clear and unequivocal affirmation of the decision by the full deliberative body. (*Id.*).

46. Under Pennsylvania law, subsequent ratification by a body with proper authority can cure prior alleged procedural defects. *McGaffie v. City of New Castle*, 973 A.2d 1047, 1054 (Pa. Commw. Ct. 2009).

47. Because of the Grand Board's unanimous ratification on May 21, 2025, Petitioner's claims challenging the validity of his removal are barred.

FOURTH AFFIRMATIVE DEFENSE (Unclean Hands)

48. Respondent incorporates by reference its averments in the preceding paragraphs of this Answer and New Matter as if fully set forth herein.

49. Petitioner seeks equitable relief in the form of an injunction. Such relief is subject to equitable defenses, including the doctrine of unclean hands.

50. Petitioner has engaged in inequitable conduct directly related to the subject matter of this litigation, thereby barring him from obtaining the equitable relief he seeks.

51. As detailed in the First Affirmative Defense, Petitioner engaged in conduct constituting violations of the Grand Boulé's governance documents, policies, and his fiduciary responsibilities, which conduct formed the basis for his removal.

52. Subsequent to his removal, Petitioner has engaged in further misconduct, including but not limited to:

- a. Unauthorized use of the Grand Boulé's name, trademarks, and letterhead;

- b. Operation of unauthorized websites purporting to represent the Grand Boulé or his former position; and
- c. Dissemination of false, misleading, and defamatory information concerning the Grand Boulé, its leadership, and the circumstances of his removal.

(Ex. A Searcy Decl., ¶ 8)

53. This ongoing misconduct by Petitioner has necessitated legal action by the Grand Boulé to protect its interests, including the filing of a federal lawsuit.

54. Petitioner, having engaged in such inequitable conduct related to his position and the affairs of the Grand Boulé, comes to this Court with unclean hands and is therefore barred from obtaining the extraordinary equitable relief sought in the Petition. *Lauria v. Kaye*, 14 Pa. D. & C.3d 604, 611 (C.P. 1979); *Jackman v. Pelusi*, 372, 550 A.2d 199, 204 (Pa. Super. Ct. 1988).

FIFTH AFFIRMATIVE DEFENSE (Due Process Afforded and Waiver)

55. Respondent incorporates by reference its averments in the preceding paragraphs of this Answer and New Matter as if fully set forth herein.

56. Contrary to Petitioner's allegations, he was afforded all due process to which he was entitled under the GBCB and principles of fundamental fairness applicable to private, voluntary organizations. (Ex. A Searcy Decl., ¶ 3)

57. Petitioner was provided with notice of the allegations against him. (*Id.*).

58. Petitioner was given a meaningful opportunity to be heard, which included meeting with the investigative committee to discuss each allegation and addressing the Grand Board prior to the vote on his removal on April 9, 2025. (*Id.*).

59. Petitioner's own conduct, including his alleged abrupt departure from the April 9, 2025, Grand Board meeting after speaking but before the vote on his removal, may constitute a waiver of any further process he might claim he was due at that specific juncture.

60. By reason of the foregoing, Petitioner's claims based on an alleged denial of due process are barred.

SIXTH AFFIRMATIVE DEFENSE (Estoppel and Lack of Retaliation)

61. Respondent incorporates by reference its averments in the preceding paragraphs of this Answer and New Matter as if fully set forth herein.

62. Respondent denies that any actions taken against Petitioner were retaliatory.

63. Any and all actions taken by the Grand Boulé with respect to Petitioner subsequent to his removal, including the initiation of disciplinary proceedings and his administrative suspension, were independent, justified, and good faith responses to Petitioner's own separate and subsequent misconduct, or were standard procedures triggered by the nature of ongoing disputes and Petitioner's actions.

64. Such subsequent misconduct by Petitioner includes, but is not limited to, his unauthorized use of Grand Boulé intellectual property, dissemination of false and defamatory information, and other actions detrimental to the Fraternity, as detailed in the Fourth Affirmative Defense.

65. The Grand Boulé was entitled, and indeed obligated, to take appropriate action to address Petitioner's post-removal misconduct and to protect the Fraternity's interests, reputation, and assets.

66. Petitioner is therefore estopped from claiming retaliation where the Grand Boulé's actions were legitimate and predictable responses to his own intervening wrongful conduct.

67. By reason of the foregoing, Petitioner's claims of unlawful retaliation are barred.

SEVENTH AFFIRMATIVE DEFENSE
(Truth)

68. Respondent incorporates by reference its averments in the preceding paragraphs of this Answer and New Matter as if fully set forth herein.

69. To the extent that Petitioner's claims are founded upon allegations that Respondent or its representatives made false or misleading statements concerning Petitioner, his conduct, or the circumstances of his removal, such statements made by Respondent were true and accurate.

70. The truth of any statements made by Respondent concerning Petitioner provides an absolute defense to any claims sounding in defamation or based on alleged falsity.

71. By reason of the foregoing, any of Petitioner's claims reliant on the alleged falsity of Respondent's statements are barred.

EIGHTH AFFIRMATIVE DEFENSE
(Estoppel as to Defamation Claim Arising from Petitioner's Prior Public Disclosure)

72. Respondent incorporates by reference its responses to the preceding paragraphs of the Petition as if fully set forth herein.

73. Petitioner alleges, in part, in Count IV of the SAP that Respondent, through statements purportedly made on or about April 28, 2025, and potentially through other communications, defamed him by publicly discussing details or charges related to his removal from his position within the Grand Boulé.

74. Petitioner is equitably estopped from asserting any claim for defamation against Respondent based upon Respondent's discussion of the details or charges related to Petitioner's removal, where Petitioner himself was the first to publicly disclose such information.

75. On or about April 30, 2025, subsequent to the statements referenced by Petitioner in Paragraph 294, 296, and 297 of the SAP but prior to certain other public discussions by Respondent concerning the matter, Petitioner conducted a Zoom webcast that was accessible to the public.

76. During this April 30, 2025, public Zoom webcast, Petitioner himself voluntarily and publicly disclosed the specific details and grounds for his removal from his leadership position within the Grand Boulé.

77. Prior to Petitioner's own public disclosure on April 30, 2025, Respondent, the Grand Boulé, had intentionally and deliberately refrained from *publicly* disseminating the specific details concerning Petitioner's removal, maintaining the confidentiality of such internal matters.

78. Only *after* Petitioner voluntarily introduced these details concerning his removal into the public domain via his April 30, 2025, Zoom webcast did Respondent thereafter make any public statements that discussed or referenced these *same* details previously self-disclosed by Petitioner.

79. Under Pennsylvania law, equitable estoppel "acts to preclude one from doing an act differently than the manner in which another was induced by word or deed to expect." *See Zitelli v. Dermatology Educ. & Research Found.*, 633 A.2d 134, 139 (Pa. 1993) (internal citations omitted). Equitable estoppel is a doctrine of fundamental fairness designed to preclude a party from asserting a right to the detriment of another who justifiably relied on the party's conduct and changed his position. *See Novelty Knitting Mills, Inc. v. Siskind*, 457 A.2d 502, 503 (Pa. 1983).

80. Petitioner, by his own actions in first publicly disclosing the details of his removal:

a. Induced Respondent to believe that such information was no longer considered confidential by Petitioner and was suitable for public discussion, Petitioner himself having initiated said public discussion;

b. Created a circumstance where Respondent could justifiably rely on the fact that Petitioner had already made this specific information public when subsequently commenting on matters already in the public sphere due to Petitioner's own actions; and

c. Cannot now, in fairness and equity, claim that Respondent's subsequent discussion of the *very same information* Petitioner himself publicized caused him reputational harm attributable to Respondent, nor can Petitioner deny the public nature of information he personally disseminated.

81. Respondent justifiably relied on Petitioner's prior public disclosure. To permit Petitioner now to pursue a defamation claim against Respondent for discussing information that Petitioner himself first thrust into the public arena would be inequitable, unjust, and would prejudice Respondent.

82. By publicly disseminating the information himself, Petitioner has waived any claim that the subsequent, similar publication of that same information by Respondent is defamatory, and Petitioner cannot demonstrate that Respondent's actions caused incremental harm beyond that which Petitioner himself initiated.

83. Therefore, by virtue of his own prior public disclosure of the details of his removal, Petitioner is estopped from claiming that Respondent's subsequent discussion of those same details constitutes defamation.

WHEREFORE, Respondent demands judgment in its favor and against Petitioner with respect to all counts of Petitioner's Second Amended Petition, together with such other relief as this Court deems equitable, just, and proper.

January 27, 2026

Respectfully submitted,

/s/ Julia Lueddeke

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VERIFICATION

I, Darrell Searcy am the Grand Boulé of Sigma Pi Phi Fraternity's Grand Grammateus (Corporate Secretary) authorized to make this verification. I hereby verify that the statements of fact made in the foregoing document are true and correct to the best of my knowledge, information and belief. I understand that any false statements therein are subject to the penalties contained in 18 Pa.C.S.A. §4904, relating to unworn falsification to authorities.

Darrell Searcy

Darrell Searcy, Grand Grammateus

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on January 27, 2026, I sent notice of the Respondent's Answer and New Matter to Petitioner by mail first class and e-mail as identified below. A true and correct copy of that notice is attached hereto as **Exhibit 1**.

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EXHIBIT 1



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January 27, 2026

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**In Re: Grand Boule of Sigma Pi Phi, Non-Profit Corporation, Philadelphia Court of Common
Pleas No. 600 of 2025**

Counsel:

I represent Grand Boule of Sigma Pi Phi ("Boule") in the above captioned action. Enclosed please find Boule's Answer to the Second Amended Complaint and New Matter. An answer may be filed with the Clerk within twenty days of the filing of the Answer to the Second Amended Complaint and New Matter. Failure to file an answer will result in the matter going before the court as uncontested.

Very truly yours,

/s/ Julia G. Lueddeke