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April 6, 2026

Via Electronic Mail

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D. Tennell Lockett, Esq.
Reshaun M. Finkley, Esq.
Townsend & Lockett, LLC
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Atlanta, GA 30309

Re: Grand Boule of Sigma Pi Phi Fraternity v. Loren R. Douglass, Civil Action No. 1:25-cv-02975-SDG (N.D. Ga.) — Second Supplemental Cease and Desist

Dear Tennell and Reshaun:

We write on behalf of our client, the Grand Boule of Sigma Pi Phi Fraternity (the “Fraternity”), regarding your client Loren R. Douglass’s (“Mr. Douglass”) continued dissemination of unauthorized communications to Fraternity members in violation of the Fraternity’s Constitution, Bylaws, and Code of Conduct, and in violation of federal and state law. This letter supplements the Fraternity’s prior cease and desist demands dated April 29, 2025, and October 6, 2025, with which Mr. Douglass has failed to comply.

Despite the pendency of this litigation and the Fraternity’s prior demands, Mr. Douglass continues to send mass communications to Fraternity members using contact information he obtained during his tenure as Grand Sire Archon. The Fraternity is aware of at least three recent mailings: (1) an email dated March 21, 2026, titled “The Board Decided. — He Overruled Them.” and distributed through loren@seizethefuture.org; (2) an email dated March 18, 2026, titled “He Approved It. — Then He Called It Misconduct.” also distributed through loren@seizethefuture.org; and (3) an email dated March 15, 2026, titled “Post-Reconstruction America Is Back. — This Time, We Set the Terms.” also distributed through loren@seizethefuture.org.

These mailings are objectionable on multiple independent grounds, each of which constitutes a continuing violation of the Fraternity’s governing documents and applicable law. That Mr. Douglass sent three mass mailings in the span of six days underscores the accelerating and deliberate nature of his campaign.

Disclosure of Confidential Fraternity Matters.

Mr. Douglass's March 21 mailing extensively discusses the substance of confidential Board executive session proceedings, including the specific allegations reviewed by the Special Committee, the recommendations made on each allegation, the nature of the Board's deliberations, and the details of the removal vote. His March 18 mailing likewise discloses details of the internal reimbursement and expenditure approval process, identifies the roles and conduct of specific Board officers in the investigation, and describes the substance of the Special Committee's findings and recommendations on each of the six allegations. This information was expressly designated as confidential. The Fraternity's Code of Conduct and Prohibited Activities list explicitly prohibit the "public disclosure of confidential Fraternity information." Mr. Douglass's disclosure of these internal proceedings to the membership at large is a direct and knowing violation of those obligations.

Misuse of Fraternity Member Contact Information.

All three mailings were sent to Fraternity members using member contact information that Mr. Douglass accessed and retained from his time as Grand Sire Archon. His use of this information to distribute personal mailings was never authorized by the Fraternity, and his continued access to and use of that information constitutes misappropriation of confidential Fraternity property.

False and Misleading Statements.

All three mailings contain statements that are materially false, misleading, and defamatory. Mr. Douglass's March 21 mailing characterizes his removal as a "seizure of power disguised as due process," claims the Board "overruled" its own findings, and accuses members of the Board of acting out of personal ambition and "structural conflict." Mr. Douglass's March 18 mailing levels thinly veiled accusations of conflict of interest and professional misconduct against a specific Board officer, claiming that the officer "investigated the very expenditures he had approved and funded" and moved for removal "exceeding even the findings of the investigation he should never have served on." The mailing further trivializes the Board's findings as mere "administrative judgment calls" and characterizes Mr. Douglass's removal as the product of a compromised process and a "broken firewall." Mr. Douglass's March 15 mailing describes his removal as involuntary but then characterizes it as a "leave of absence," and states his intention to "return from my leave of absence and complete the term to which I was elected to serve." Mr. Douglass was not placed on leave. He was removed from office by a two-thirds vote of the Board on April 9, 2025, in accordance with Bylaw 2, Section 4G, and Bylaw 5, Section 5C. Formal notification of that removal was provided to him on April 22, 2025. His sustained effort to reframe this removal as something other than what it was is a calculated misrepresentation directed at the Fraternity's membership.

Misrepresentation of Judicial Proceedings.

Mr. Douglass's March 15 mailing tells members that a court has stated, in its own words, that he is "likely to prevail on the merits," that the removal vote "violated the organization's own bylaws," and that "the wrong is manifest." His March 21 mailing likewise references "a process a court has preliminarily found violated its own bylaws." Mr. Douglass seems to be referring to the September 16,

2025 Findings of Fact and Conclusions of Law issued by the Court of Common Pleas of Philadelphia County, Orphans' Court Division. Mr. Douglass's presentation of this ruling to the membership is deliberately misleading. By extracting favorable language on a single element of a multi-factor test while concealing the court's ultimate denial of all relief he sought, Mr. Douglass has manufactured a false narrative of judicial vindication. In fact, the court left the Fraternity's current leadership in place and declined to disturb the status quo.

We raise these issues not only to assert the Fraternity's legal rights but also to appeal to counsel's professional judgment about the trajectory of this dispute. Tensions within the Fraternity's membership are already elevated as a result of the underlying litigation. Each new mailing from Mr. Douglass further inflames those tensions, deepens divisions and confusion among the membership, and causes compounding harm to an organization that has served its members with distinction for over a century. Rather than allowing the judicial process to run its course, Mr. Douglass's campaign of mass communications is actively escalating the conflict and poisoning the well for any possibility of measured resolution.

This litigation is currently in a period of relative procedural calm, with Mr. Douglass's motion to dismiss pending before the Court. That posture should counsel restraint, not escalation. The appropriate course for both parties is to preserve the status quo and allow the courts to adjudicate the merits of the claims before them. Mr. Douglass's continued mailings do the opposite. They inject new grievances into the membership, sow confusion, spread a one-sided and misleading account of both the underlying facts and the judicial proceedings, and make it increasingly difficult for the Fraternity to manage its affairs in an orderly fashion. We urge you, as counsel, to advise your client that this course of conduct is counterproductive to his own interests, harmful to the Fraternity, and likely to provoke further judicial intervention.

In light of the above, the Fraternity demands that Mr. Douglass immediately and permanently cease and desist from the following:

1. Sending any mailings, emails, or other communications to Fraternity members using member contact information obtained during his tenure as Grand Sire Archon or from any Fraternity source.
2. Disclosing, publishing, or disseminating any confidential Fraternity information, including but not limited to Board deliberations, Special Committee findings, internal governance proceedings, financial data, and member lists.
3. Making, publishing, or causing to be published any false, misleading, or defamatory statements about the Fraternity, its Board, its officers, or the circumstances of his removal.
4. Misrepresenting the status, findings, or rulings of any court proceeding related to this matter.
5. Operating, or causing to be operated, any website, mailing list, or platform that uses the Fraternity's trademarks, name, or confidential information.

As you are aware, the Fraternity has previously sought injunctive relief in this action and has alleged claims for trademark infringement under the Lanham Act (15 U.S.C. 1114), defamation, fraudulent misrepresentation, breach of duty, and appropriation of name and likeness. Mr. Douglass's continued mailings demonstrate that he has no intention of voluntarily ceasing his harmful conduct. Each new mailing strengthens the Fraternity's showing of irreparable harm and the inadequacy of monetary damages to remedy the ongoing injury to its reputation, goodwill, and member relations.

Unless Mr. Douglass complies with the demands set forth in this letter within ten (10) days of receipt, the Fraternity intends to file a renewed motion for a temporary restraining order and preliminary injunction. Mr. Douglass has now been served in this action, and the procedural deficiencies previously identified by the Court are no longer present. The Fraternity is prepared to present the Court with a full evidentiary record, including copies of Mr. Douglass's March 15, March 18, and March 21, 2026 mailings, demonstrating the ongoing and escalating nature of his unauthorized conduct.

In the interest of resolving this matter without further expenditure of the parties' resources and the Court's time, the Fraternity proposes that Mr. Douglass enter into a stipulated preliminary injunction, to be submitted to the Court for approval under Federal Rule of Civil Procedure 65. Under the proposed stipulation, Mr. Douglass would agree to refrain from:

- (a) Sending or causing to be sent any communications, mailings, emails, or other correspondence to Fraternity members regarding Fraternity business, governance, or internal affairs, using member contact information obtained during his tenure as Grand Sire Archon or from any Fraternity source;
- (b) Disclosing, referencing, or disseminating any confidential Fraternity information, including Board proceedings, Special Committee findings, governance deliberations, financial information, and member contact information;
- (c) Making any false, misleading, or defamatory statements about the Fraternity, its Board, its leadership, or the circumstances of his removal from office;
- (d) Using the Fraternity's trademarks, name, crest, or other identifying marks in any communications, websites, or materials without the express written authorization of the Fraternity; and
- (e) Misrepresenting any judicial proceeding or ruling in this case to Fraternity members or the public.

The Fraternity would agree that the entry of such a stipulated preliminary injunction would render its renewed motion for injunctive relief unnecessary for the duration the stipulation remains in effect. The stipulated injunction would remain in place pending final resolution of this case unless modified by the Court.

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If Mr. Douglass is amenable to this proposal, please contact the undersigned within ten (10) days to discuss the terms and finalization of the stipulation. If we do not hear from you within that period, the Fraternity will proceed with its renewed motion for injunctive relief without further notice.

This letter is not intended to be, nor should it be construed as, a complete statement of the facts or law relating to this matter. The Fraternity expressly reserves all rights and remedies available to it at law and in equity, including its right to seek compensatory and punitive damages, attorneys' fees, and costs. Nothing in this letter constitutes a waiver of any claim, right, or defense of the Fraternity.

Please feel free to contact me if you have any additional questions.

Sincerely, I am,



A. Scott Bolden
Reed Smith LLP

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