

1 basis for my suspension of December 21, 2021. Importantly, at no point during my conversations  
2 with Ms. Adam did she—directly or by implication—accuse me of any form of workplace  
3 impropriety. I do not recall her accusing me of bullying or harassing employees. I did not recall her  
4 accusing me of misusing funds or otherwise committing corporate malfeasance. I do not recall  
5 discussing these issues with Ms. Adam at all.

6       44. Moreover, during my four conversations with Ms. Adam it became very clear to me  
7 that she did not receive or review any pertinent documents or e-mails from BGC. For instance, she  
8 did not have any of the e-mails (including those attached as **Exhibit C**) where I expressed my  
9 opposition to Heather Hiles's nomination as BGC's board chair; she did not have copies of other  
10 relevant text messages and e-mails between me, Heather Hiles, and other board members regarding  
11 BGC operational issues; and she did not have a copy of my October 5, 2021 memorandum (attached  
12 as **Exhibit D**) expressing my concerns about Heather Hiles's potential conflicts of interest. Given  
13 BGC's public statements that it was investigating me for "serious workplace impropriety," I fully  
14 expected Ms. Adams to grill me about my e-mails and other documents that were in BGC's  
15 possession. Instead, my counsel had to forward many of these documents to Ms. Adam for review.

16       45. Throughout the spring and summer of 2022, I repeatedly asked BGC—through its  
17 counsel—to provide me with information relating to BGC's financial performance and its use of  
18 charitable donations. BGC refused to provide me with this information.

19       46. On August 12, 2022, the Board held a special meeting over Zoom to: (a) hear Aisha  
20 Adam present the findings of her investigation; and (b) review BGC's financial performance. I  
21 attended this meeting virtually.

22       47. At the beginning of the meeting, Stacy Brown-Philpot made a motion for a board vote  
23 to remove me as a board member and to terminate my employment as BGC's CEO. Ms. Brown-  
24 Philpot then began to read from a pre-written, formal resolution moving to remove me as a board  
25 member and terminate my employment. I objected to Ms. Brown-Philpot's motion and asked for  
26 clarification as to why she was moving to remove me. She responded that it was for "the good of the  
27 organization." I insisted that the results of Aisha Adam's investigation be shared with the board before  
28 moving forward with Ms. Brown-Philpot's motion. The board subsequently voted to allow Ms.

1 Adams to present her findings. During this vote, Heather Hiles, Sherman Whites, and Ms. Brown-  
2 Philpot all commented that none of them had previously seen or heard the results of Ms. Adam's  
3 investigation. This was extremely concerning to me, as Ms. Brown-Philpot was moving to terminate  
4 my board position and my employment without first knowing whether Ms. Adam's investigation  
5 supported BGC's assertion that I engaged in "serious workplace impropriety."

6       48. Before Ms. Adam began her presentation, Heather Hiles and BGC's counsel from DLA  
7 Piper demanded that I be temporarily excluded from the Zoom session and not allowed to hear the  
8 results of Aisha Adam's investigation. Although I protested, I was removed from the main Zoom  
9 session by Heather Hiles.

10      49. During my absence from the board meeting Ms. Adam discussed the results of her  
11 investigation. Given that the other board members were allowed to attend the full meeting, I was able  
12 to chat with Dr. Sylvia Wilson-Thomas about Ms. Adam's findings contemporaneously with her  
13 delivery of those findings to the board. Dr. Thomas informed me that Ms. Adam told BGC's board  
14 that her investigation concluded that the allegations against me, including the allegations pertaining  
15 to mismanagement and/or mistreatment of employees, were unsubstantiated.

16      50. During Ms. Adam's presentation, my counsel e-mailed BGC's counsel in attendance  
17 at the meeting and demanded that BGC preserve all communications between BGC board members  
18 over Zoom's chat function.

19      51. At the end of Aisha Adam's presentation, the board nevertheless moved forward with  
20 a vote to terminate my board seat and my employment. I was entitled to participate in this vote as a  
21 BGC board member. Although Heather Hiles and BGC's counsel knew that I no longer on the call  
22 but waiting to be notified to return, and even though BGC's counsel knew (from my counsel's e-mail)  
23 that we were monitoring the events taking place in the main Zoom session, Heather Hiles and her  
24 counsel refused to bring me back into the main Zoom session before holding the vote to terminate my  
25 board seat and my employment. The final vote was 3-2 in favor of termination. Had I been allowed  
26 to vote—as I was clearly entitled to do under the Bylaws—I would not have been terminated, as the  
27 vote would have resulted in a tie.

1       52. BGC's defamation and wrongful termination have caused me serious financial harm  
2 and reputational damage. I lost multiple speaking engagements after BGC accused me of engaging in  
3 "serious workplace impropriety." My typical honorarium for speaking engagements is \$15,000 so, as  
4 a result of BGC's misconduct, I have lost tens—if not hundreds—of thousands of dollars. I have been  
5 removed from consideration from paid board positions and suffered serious and irreparable emotional  
6 harm and distress.

I declare under penalty of perjury under the laws of the State of California that the foregoing  
is true and correct, and that this declaration was executed on October 10, 2022 in Oakland, California.

✓ Kimberly Bryant

Rhonda Bryant ID: d878c32338...

# EXHIBIT A

----- Forwarded message -----

From: Kimberly Bryant <[kimberlyb@blackgirlscode.org](mailto:kimberlyb@blackgirlscode.org)>

Date: Tue, Oct 5, 2021 at 6:46 PM

Subject: Fwd: Coursera and Udemy

To: Tracey Webb <[traceyewebb@gmail.com](mailto:traceyewebb@gmail.com)>

I keep ALL emails

----- Forwarded message -----

From: Heather Hiles <[heatherahiles@gmail.com](mailto:heatherahiles@gmail.com)>

Date: Tue, Feb 16, 2021 at 12:50 PM

Subject: Coursera and Udemy

To: Kimberly Bryant <[kimberlyb@blackgirlscode.org](mailto:kimberlyb@blackgirlscode.org)>, Stacy Brown-Philpot <[sbrown04@gmail.com](mailto:sbrown04@gmail.com)>

Hi Kimberly,

The folks at Udemy brought this to my attention. Last year I spent time with Anesha and shared that Udemy wants to help create, produce and distribute BGC courses, at no charge to BGC, but will actually be a money-maker for BGC. WE have the largest marketplace, with over 40M learners worldwide paying for courses. The top 1K of our 70K instructors are earning over \$1M a year. And we have over 7K enterprise customers. We are beating out LinkedIn Learning time after time right now.

So the Udemy team was very surprised and disappointed to read about BGC's course on Coursera (see below). Both Udemy and Coursera will be going public in the near future.

Are you still supportive of a partnership with Udemy? Anesha never got back to me.

### **Coursera makes some Black History Month commitments**

Ed tech company Coursera partnered with Howard University, a historically Black university, to beef up its social justice content on the online platform. Coursera also partnered with Facebook to provide scholarships to Black folks who would like to learn more about social media marketing. Lastly, Coursera partnered with non-profit Black Girls Code to offer up to 2,000 young Black girls free access to the Coursera catalog.

...

Thanks,  
Heather

--Heather Hiles  
Cell: 415.309.7704

Schedule a meeting: [calendly.com/heatherhiles](https://calendly.com/heatherhiles)

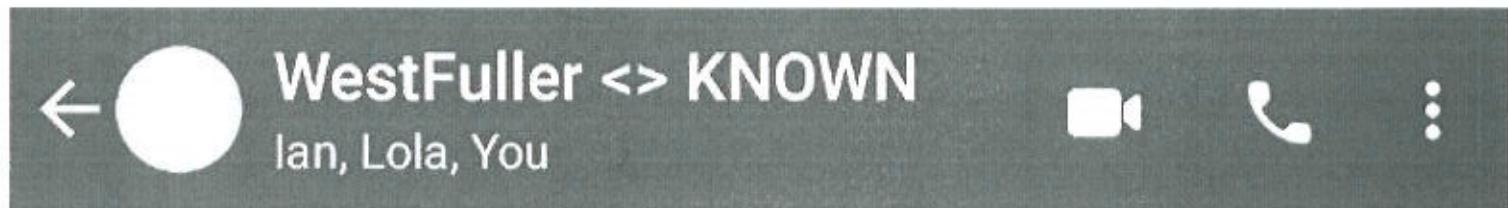
# EXHIBIT B

9:00



Done

4 of 4



Our team member mentioned that it felt like they were pitching us they're fund. Meeting with them on 10/28 at our office

10:26 PM

\*their 10:27 PM

Yep, that's consistent. 10:27 PM //

Take very good notes. 10:27 PM ✓✓

Ian Fuller

Sorry about this for Kimberly. If there's any way we can help directly, please let us know.

10:28 PM





WestFuller &lt;&gt; KNOWN

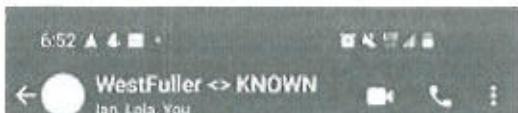
Ian, Lola, You



Ian Fuller

Our team member said she was odd  
when he was working with her for the  
in-take last week.

10:25 PM



1 Unread Message

Ian Fuller

Still held up. Heather was pleasant with us but she was definitely diligencing. Over the summer, we were told that we had been appointed as the investment advisor. However, Heather made it all but seem that she had never really heard of us. At the end of the meeting, she told us she would review our proposal (sent to BGC in June so I forwarded it to her), and let us know if BGC would be proceeding after the next board meeting. I played it cool but told her we had been advising BGC in good faith since August including the drafting of their new Investment Policy on accelerated timeline.

It was also a bit awkward because she a made gentle pitch of her new fund to us as well at the end of the call.

Again, she was pleasant and professional with us but we're definitely in limbo until after their Dec board meeting. We have 4 months of working in good faith so we played it diplomatically.

101 Message



# EXHIBIT C

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

Subject: Re: Inquiry: BGC Board of Directors...  
From: "Heather Hiles" <heatherahiles@gmail.com>  
Date: Wed, September 29, 2021 12:01 pm  
To: "Kimberly Bryant" <kbryant@blackgirlscode.org>  
Cc: "Sebastien Taveau" <staveau@gmail.com>  
"Sherman Whites" <swhites@kauffman.org>  
"Simmons, Robert" <rsimmons@strength.org>  
"Stacy Brown-Philpot" <sbrown04@gmail.com>  
"Sylvia Thomas" <star27thomas@gmail.com>

-----

Kimberly,

Thank you for making yourself available for a board call this week.  
Would you please in the meantime share the name of the lawyer and the  
lawyer's investigation?

Heather

On Wed, Sep 29, 2021 at 3:43 PM Kimberly Bryant <kbryant@blackgirlscode.org>  
wrote:

> Good afternoon BGC board,  
>  
> I realized the below message went only to Heather and Sherman and I would  
> like to share my response below with all of you. As noted below in order to  
> select a new board chair we need to convene a formal meeting not via email.  
>  
> There are also active legal ethical and professional concerns that I have  
> in regards to Heather's nomination below and I do not second or support  
> this motion. I believe we MUST convene and discuss these issues in an open  
> board meeting (not via email). Although I am away this week I will make  
> time for this meeting. Sherman would you like to call it? If not I'd be  
> happy to share some times.  
>  
> With clarity and intention,  
>  
> Best regards- Kimberly

>  
> ----- Forwarded message -----  
>  
From: Kimberly Bryant <kbryant@blackgirlscode.org>  
> Date: Wed, Sep 29, 2021 at 1:09 PM  
> Subject: Re: Inquiry: BGC Board of Directors...  
> To: Heather Hiles <heatherahiles@gmail.com>  
> CC: Kimberly Bryant <kbryant@blackgirlscode.org>, Sherman Whites <  
> sherman.whites@gmail.com>, Sebastien Taveau <staveau@gmail.com>, Sylvia  
> Thomas <star27thomas@gmail.com>, Stacy Brown-Philpot <sbrown04@gmail.com>,  
> Robert Simmons <robertsimmons1003@gmail.com>  
>  
>  
> Hi Heather  
>  
> Thank you for your email. My response was to Sherman's address to me as a  
> general board member and not as a core member of our executive team which I  
> am. By our bylaws "formal" board meetings should include all board members.  
>  
> Now in terms of the board chair position I am not in disagreement that we  
> need one. However Heather with all due respect you would not have my vote  
> as our interim chair. In fact I am in particular opposition to you assuming  
> that role speaking as both board president, BGC CEO, and BGC founder. While  
> I do not want to litigate this over email I would like a board chair who  
> has been a strong supporter of both me and the organization and its goals  
> and mission and one who has not been an active opposition of our  
> challenges. You have not in your time with BGC been actively engaged in the  
> organization  
> and have to my knowledge not ever supported us or met even the minimum  
> financial contributions as dictated by our bylaws.  
> While I sincerely appreciate your latent interest in stepping up, I must  
> share here now on this message that I am in active opposition to you  
> assuming this role. We do need a vote. And we also need a meeting where  
> these issues and concerns that I have shared can be discussed in an open  
> forum.  
>  
> With my greatest sincerity, transparency, and intentions,  
>  
> Kimberly  
>  
> ----- Original Message -----  
> Subject: Re: Inquiry: BGC Board of Directors...  
>  
From: "Heather Hiles" <heatherahiles@gmail.com>  
> Date: Wed, September 29, 2021 11:41 am  
> To: "Kimberly Bryant" <kbryant@blackgirlscode.org>  
> Cc: "Sherman Whites" <sherman.whites@gmail.com>

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

Subject: Re: Inquiry: BGC Board of Directors...  
From: "Heather Hiles" <heatherahiles@gmail.com>  
Date: Wed, September 29, 2021 6:51 pm  
To: "Sherman Whites" <sherman.whites@gmail.com>  
Cc: "Kimberly Bryant" <kbryant@blackgirlscode.org>  
star27thomas@gmail.com  
"Sebastien Taveau" <staveau@gmail.com>  
"Stacy Brown-Philpot" <sbrown04@gmail.com>  
"Robert Simmons" <robertsimmons1003@gmail.com>

-----  
Thank you. I accept the nomination and vote for myself as interim board chair. Kimberly, I look forward to being helpful, not detrimental to the work of BGC.

Sincerely,  
Heather

Sent from my iPhone

Heather Hiles  
Schedule a call: Calendly.com/HeatherHiles

> On Sep 29, 2021, at 9:33 PM, Sherman Whites <sherman.whites@gmail.com> wrote:  
>  
>  
> Thank you, Stacy for this clarification. Given this information, I second the nomination of Heather Hiles as interim board chair, and call for a formal vote over e-mail.  
>  
> Thank you,  
>  
>  
>  
> Sherman Whites  
>  
> Ewing Marion Kauffman Foundation  
>  
>

>  
>  
>  
>

From: Stacy Brown-Philpot <sbrown04@gmail.com>  
> Date: Wednesday, September 29, 2021 at 9:24 PM  
> To: Sylvia Thomas <star27thomas@gmail.com>  
> Cc: Heather Hiles <heatherahiles@gmail.com>, Kimberly Bryant <kbryant@blackgirlscode.org>, Sebastien Taveau <staveau@gmail.com>, Sherman Whites <swhites@kauffman.org>, Simmons, Robert <rsimmons@strength.org>  
> Subject: Re: Inquiry: BGC Board of Directors...

>  
> Thank you Sylvia. I can confirm that I did receive the investigation report as Kimberly describes when it was sent to Stephanie and Sylvia. I did not see it as my role to share with the full board and I am glad it is now shared so that we all have transparency.

>  
>  
>

> Like Seb and everyone else on the board I also want what is best for the BGC. It is part of our duty of care as board members, a responsibility that I take seriously. Given everything that is going on I believe that we need to elect an interim board chair and I would like to formally nominate Heather as our interim board chair.

>  
>  
>

> Our bylaws do not specify the format in which a nomination and vote must be made so this can be done over email and a formal meeting is not required. We need another board member to second the nomination and for all board members to vote after the nomination has been seconded. Is there someone willing to second the nomination?

>  
>  
>

> Thank you,  
>  
> Stacy

>  
>  
>

> On Wed, Sep 29, 2021 at 5:05 PM Sylvia Thomas <star27thomas@gmail.com> wrote:

>  
> Greetings All,

>  
> As the board was informed of the investigation into Darnell's departure, attached is the investigation report being requested. Thanks.

>  
> Sylvia  
>  
>

# EXHIBIT D

October 5, 2021

To: Heather Hiles (*Interim Board Treasurer*)  
Stacy Philpot (General Board Member)  
Dr. Robert Simmons (General Board Member)  
Sebastien Taveau (General Board Member)  
Dr. Sylvia Thomas (Board Secretary)  
Sherman Whites (General Board Member)

From: Kimberly Bryant, *Chief Executive Officer and Board President*

Subject: CEO Statement (Re: Special Board Meeting 10.5.2021 1pm PST)

Dear BGC Board Members,

In light of the forthcoming *special* BGC board meeting which has been called at the time and date mentioned above, I would like to invoke a point of personal privilege and add the following statement formally to our board records. This statement is submitted in response to the email correspondence that transpired between various board members and I on September 29th, 2021. In this thread of conversations board member Heather Hiles nominated herself to fill the vacancy of 'interim board chair' following the resignation of former board chair Dr. Stephanie Adams on September 22, 2021. During these subsequent interchanges I voiced a very strong and resolute opposition to both the manner and nature of the process for nominating an interim board chair, as well as board member Heather Hiles' suitability for the interim board chair position. While I am appreciative of board member Hiles' service on the BGC board of directors, I cannot in good conscience support her nomination as interim board chair for the reasons noted below:

- Potential conflict of interest issues
- Demonstrated inability to act within established board governance protocols
- Pattern of behavior exhibiting an inability to maintain a 'space safe' from a hostile work environment in board proceedings

I bring forth these concerns with a heavy heart and as something that has been on my spirit since the special board meeting which was convened on July 2, 2021 in response to a series of staff resignations. During this meeting (which was called by me); board member Hiles made several direct remarks which were personally disparaging to me. She questioned my character, ethics, and said things of such an inflammatory nature that then board chair Dr. Adams asked her to stand down. To be specific she said I didn't care about people amongst many personally defamatory remarks. These direct comments were preceded by Heather's self-initiated and inappropriate meetings with several BGC employees.

As I have reflected on that moment and as a result of it had several subsequent talks with Dr. Adams, I have found it troubling and somewhat hypocritical that Heather was "allowed" to enter this formal board meeting --a space which should pride itself on being collaborative and generative, in such a belittling and verbally berating interaction with me; a fellow board member, the founder and CEO of Black Girls CODE, and a fellow Black woman. During this pointed exchange no board member present, with the exception of Dr. Adams, corrected Heather's combative behavior or stepped up in the same corrective manner in which I have perceived to be a response to the email exchanges between myself and other board members last week. I was not protected. My character was maligned. **I was bullied. I was harmed.**

My strong opposition to Heather's nomination to interim board chair is driven by a need to protect this space and more importantly to protect myself and the culture of the organization at its highest levels. The Black woman has been called the most disrespected creature on earth. The reality of this narrative is not lost on me as a Black woman

in a position of leadership, as evidenced by the personal attacks which transpired during our board meeting on July 2, 2021.

Despite these personal attacks, I sat in the aforementioned meeting and held space while most of the rest of those present were silent. And now you ask me to be in a formal reporting relationship with someone who was abusive to me and be quiet? I am sorry I cannot do that. The current environment on our BGC board is incredibly toxic. Since creating this board three years ago I have sat on many boards and in varying leadership capacities. Our board dynamics are the most dysfunctional, toxic, manipulative, and unsupportive I have ever encountered in a Board capacity. This sentiment has been shared by MANY on the board such as Dr. Adams and Dr. Thomas.

One thing that I made a note of during my time away last week was a need to lean into "*truth telling*" this week before we even approach the notion of reconciliation and before we can effectively execute our board duties and 'the work of BGC'. A core "claim" of the board's actions since July has been centered on an alleged fear or "concern" for the brand/organization. It is not lost on me that there has not been a single *point of inquiry* requested from me (except from Dr. Adams) to shed light on the internal organizational climate and challenges. Challenges that are being experienced by so many of my peers in this space. Challenges I know are systemic to BIPOC owned and operated organizations at this moment. Instead there has been an almost immediate indictment and distrust of my leadership skills and judgement as CEO and a stated distrust in my ability to engage in an unbiased assessment of our organizational needs. The board has not entered these conversations from a place of inquiry, curiosity, or collaboration. Instead these conversations have occurred from a place of blame.

I both acknowledge and respect the importance of checks and balances within an organization and welcome this as a necessary component of my leadership accountability. However, as an organization whose stated mission is to center the voices of Black women and girls through an equity and social justice lens, I am also aware that we must model this behavior from the top down. We must not "*hold power*" in ways which are shaped by white supremacist cultural models which center 'either / or thinking', patriarchal practices, or false senses of urgency in which we lose sight of the need to "*do no harm*". Instead, we must focus on practices which center liberation, equity, and intention. If we want to teach Black girls that Black women have value -- it must begin from the top down.

I believe that we are at a most critical juncture within our organization AND on our board. I am asking you to be judicious with your power as I am trying to be with mine. In order to move forward together I believe that we must repair this crisis of trust. We must rebuild and realign. We must remove toxicity and reject bullying (whether it surfaces on our teams or on our board of directors).

I don't know how we get to healing on this board. I believe we need external help to heal these wounds. I would ask that we move forward with a mediator **and** a board consultant in this process to allow us to develop more sound board practices that follow our bylaws and model good governance before we move forward with **ANY** board personnel changes. I also ask that we commit with the help of these professionals to developing healthier communication practices both between the board and CEO and protocols to guide healthy board communication with our staff.

With sincere respect and appreciation,

~Kimberly

Kimberly Bryant,  
BGC CEO and Founder; President

# EXHIBIT E

**BYLAWS**  
**OF**  
**BLACK GIRLS CODE**  
**(A NONPROFIT PUBLIC BENEFIT CORPORATION)**

**ARTICLE I**

**MEMBERS**

This corporation shall have no members within the meaning of Section 5056 of the California Nonprofit Benefit Corporation Law (the "Law").

**ARTICLE II**

**BOARD OF DIRECTORS**

**Section 1. General Powers.** Subject to the provisions of the Law, the activities and affairs of this corporation shall be conducted and all corporate powers shall be exercised by or under the direction of the board of directors of this corporation (the "Board"). The Board may delegate the management of the activities of this corporation to any person or persons, management company, or committee, however composed, provided that the activities and affairs of this corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board.

**Section 2. Number of Directors.**

The Board shall consist of not less than three (3) nor more than fifteen (15) members. The exact authorized number of directors shall be fixed from time to time, within the limits specified in this section or in the articles of incorporation, by the Board. Subject to the foregoing provisions for changing the authorized number of directors, the authorized number of directors of this corporation shall initially be three (3).

**Section 3. Qualification.** So long as required by law, not more than forty-nine percent (49%) of the persons serving on the Board of this corporation may be "interested persons" as defined by Section 5227(b) of the Law.

**Section 4. Selection.** The directors shall be elected at a regular annual meeting of the directors or in any manner authorized by law. In any election of directors the candidates receiving the highest number of votes are elected. Each director shall cast one vote for each office of director to be filled without the right to cumulate votes.

**Section 5. Term.** Directors shall be elected to a term of two (2) years. Each director, including a director elected to fill a vacancy, shall hold office until the expiration of the term for which elected and until a successor is elected unless the director has been removed from office or has resigned.

**Section 6. Regular Meetings.** The Board may fix by resolution the time, place, either within or without the State of California, and manner of calling and conducting of regular meetings of the Board, including the regular annual meeting of the Board, without other notice than such resolution. Notice of any change in the time or place of regular meetings shall be given to all of the directors in the same manner as notice for special meetings of the Board.

**Section 7. Special Meetings.** Special meetings of the Board for any purpose or purposes may be called by the chair of the board or the president or any vice president or the secretary, or by any two (2) directors.

**Section 8. Notice.** Notice of Special meetings of the Board shall be provided in a manner determined by the Board from time to time. **Notice of a meeting need not be given to any director who signed a waiver of notice or a written consent to holding the meeting or an approval of the minutes thereof, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to such director. All such waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meetings.** The business to be transacted at any regular or special meeting need not be specified in the notice or waiver of notice of such meeting.

**Section 9. Quorum and Adjournment.** A majority of the number of directors authorized in or pursuant to these bylaws shall constitute a quorum for the transaction of business at any meeting of the Board. A majority of the directors present, whether or not a quorum is present, may adjourn the meeting for twenty-four (24) hours or less without further notice. If the meeting is adjourned for more than twenty-four hours, notice of any adjournment to another time or place shall be given prior to the time of the adjourned meeting to the directors who were not present at the time of the adjournment.

**Section 10. Manner of Acting.** The act of a majority of the directors present at a meeting duly held at which a quorum is present shall be the act of the Board, unless the act of a different number is required by law, the articles of incorporation, or these by-laws. **The articles or bylaws shall not provide that a lesser vote than a majority of the directors present at a meeting is the act of the Board.** A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of directors, if any action taken is approved by at least as many directors as is required to act on behalf of the Board.

Directors may participate in a meeting through the use of conference telephone or electronic video screen communication, as long as all members participating in the meeting are able to hear one another. Directors may participate in a meeting through the use of electronic transmission by and to the corporation, as long as all directors participating in such meeting via electronic transmission can communicate with one another concurrently and each board member is provided the means of participating in all matters before the Board, including, without limitation, the capacity to propose, or to interpose an objection to, a specific action to be taken by the corporation. Participation in a meeting in a manner pursuant to this section constitutes presence in person at such meeting.

Each director present and voting at a meeting shall have one vote on each matter presented to the Board for action at that meeting. No director may vote by proxy.

**Section 11. Action Without a Meeting of the Board.** Any action required or permitted to be taken by the Board may be taken without a meeting if all directors shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board. Such action by written consent shall have the same force and effect as a unanimous vote of such directors. For these purposes only, "all directors" does not include an "interested director" as defined in Section 5233 of the Law or any successor section thereto. Written consent may be transmitted by first-class mail, messenger, courier, facsimile, e-mail, or any other reasonable method satisfactory to the Board's chair or this corporation's president.

**Section 12. Directors' Duty of Care.** A director shall perform the duties of a director, including duties as a member of any committee of the Board upon which the director may serve, in good faith, in a manner such director believes to be in the best interests of the corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

In performing the duties of a director, a director shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by:

(a) One or more officers or employees of this corporation whom the director believes to be reliable and competent in the matters presented;

(b) Counsel, independent accountants or other persons as to matters which the director believes to be within that person's professional or expert competence; or

(c) A committee upon which the director does not serve that is composed exclusively of any or any combination of directors, persons described in subsection (a) or subsection (b) above, as to matters within the committee's designated authority, which committee the director believes to merit confidence, so long as, in any such case, the director acts in good faith, after reasonable inquiry when the need therefor is indicated by the circumstances and without knowledge that would cause that reliance to be unwarranted.

**Section 13. Directors' Duty of Loyalty.** Subject to being able to comply with subdivision (d) of Section 5233 of the Law or any successor section thereto, prior to consummating a "self-dealing transaction" or any part thereof, as defined by Section 5233 of the Law or any successor section thereto, either (A) the Board shall authorize or approve the transaction in good faith by a vote of a majority of the directors then in office without counting the vote of the interested director or directors and with knowledge of the material facts concerning the transaction and the director's interest in the transaction; and, further, prior to authorizing or approving a self-dealing transaction, shall consider and in good faith determine after reasonable investigation under the circumstances that this corporation could not have obtained a more advantageous arrangement with reasonable effort under the circumstances; and, further, the corporation enters into the transaction for its own benefit, and the transaction is fair and reasonable to the corporation at the time the corporation enters into the transaction; or (B) where it is not reasonably practical to obtain approval of the Board prior to entering into the transaction, a committee or person authorized by the Board shall approve the transaction in a

manner consistent with the standards set forth in clause (A) of this section. In the event the procedure of clause (B) of this section is followed, the Board, after determining in good faith that the conditions of clause (B) of this section are satisfied, shall ratify the transaction at its next meeting by a vote of the majority of the directors then in office without counting the vote of the interested director or directors. The chairperson of the governing board or committee may, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement. Interested directors may be counted in determining the presence of a quorum at a meeting of the Board which authorizes, approves or ratifies a self-dealing contract or transaction.

Subject to being able to comply with Section 5234(a)(2) of the Law, no contract or other transaction between this corporation and any domestic or foreign corporation, firm or association in which one or more of its directors are directors shall be authorized, approved or ratified by the Board or a committee of the Board unless the material facts as to the transaction and as to the director's or directors' common directorships are fully disclosed or known to the Board or committee of the Board, and the Board or a committee of the Board authorizes, approves or ratifies the transaction in good faith by a vote sufficient without counting the vote of the common director or directors.

If the Board has reasonable cause to believe a director has failed to disclose actual or possible conflicts of interest, it shall inform the director of the basis for such belief and afford the director an opportunity to explain the alleged failure to disclose. If, after hearing the director's response and after making further investigation as warranted by the circumstances, the Board determines the director has failed to disclose an actual or possible conflict of interest, it shall take appropriate corrective action.

**Section 14. Removal and Filling Vacancies.** The Board may declare vacant the office of a director who has been declared of unsound mind by a final order of a court, or convicted of a felony, or who has been found by a final order or judgment of any court to have breached any duty under Article 3 of Chapter 2 of the Law or any successor article thereto. The Board may declare vacant the office of a director who fails to attend three (3) consecutive board meetings during any calendar year. Further, any or all directors may be removed without cause if the removal is approved by a majority of the directors then in office. Any vacancy occurring on the Board as well as any directorship to be filled by reason of an increase in the number of directors shall be filled by approval of the Board or, if the number of directors then in office is less than a quorum, by (1) the unanimous written consent of the directors then in office, (2) the affirmative vote of a majority of the directors then in office at a meeting held pursuant to notice or waivers of notice complying with Section 5211 of the Law, or (3) a sole remaining director. A director elected to fill a vacancy shall hold office during the unexpired term of his or her predecessor in office and until his or her successor is elected unless the director has been removed from office.

**Section 15. No Removal on Reduction of Number of Directors.** No reduction of the authorized number of directors shall have the effect of removing any director before such director's term of office expires unless the reduction also provides for the removal of that specified director in accordance with these bylaws and the Law.

**Section 16. Compensation.** Directors as such shall not receive any stated salaries for their services, but by resolution of the Board a just and reasonable fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board or any committee of the Board; but, subject to the restrictions of Section 3 of Article II of these bylaws, nothing contained in this section shall be construed to preclude any director from serving this corporation in any other capacity and receiving just and reasonable compensation therefor.

**Section 17. No Interest in Assets.** No director shall possess any property right in or to the property of this corporation. In the event this corporation owns or holds any property upon its dissolution and winding up, after paying or adequately providing for its debts and obligations, the directors shall dispose of the remaining property in accordance with the articles of incorporation.

**Section 18. Resignation.** Any director may resign effective upon giving written notice to the chair of the board, the president, the secretary, or the Board of this corporation, unless the notice specifies a later time for the effectiveness of such resignation. If the resignation is effective at a future time, a successor may be elected to take office when the resignation becomes effective. However, except upon notice to the Attorney General, no director may resign if this corporation would then be left without a duly elected director in charge of its affairs.

## ARTICLE III

### OFFICERS

**Section 1. Officers.** The officers of this corporation shall be a president or chief executive officer, or both; a secretary; and a treasurer or a chief financial officer, or both; and such other officers with such titles and duties as shall be determined by the Board. Any number of offices may be held by the same person, except that no person serving as the secretary, the treasurer or the chief financial officer may serve concurrently as the president.

**Section 2. Selection and Term of Office.** The officers of this corporation shall be chosen by the Board, shall serve at the pleasure of the Board, subject to the rights, if any, of an officer under any contract of employment.

**Section 3. Removal.** Any officer selected by the Board may be removed at any time, with or without cause, (i) by the Board whenever, in its judgment, the best interests of this corporation would be served thereby, or (ii) by an officer on whom such power of removal may be conferred by the Board.

**Section 4. Vacancies.** A vacancy in any office because of death, resignation, or removal may only be filled by the Board.

**Section 5. Resignation.** Any officer may resign at any time upon giving written notice to this corporation without prejudice to the rights, if any, of this corporation under any contract to which the officer is a party. Any resignation shall be effective on the date of receipt of such notice, unless the notice specifies a later time for the effectiveness of such resignation, and, unless otherwise specified in such notice, the acceptance of the resignation shall not be necessary to make such resignation effective.

**Section 6. Chair of the Board.** The chair of the board, if there be such officer, shall, if present, preside at all meetings of the Board and exercise and perform such powers and duties as from time to time may be assigned to him or her by the Board or prescribed by these bylaws. If there is no president, the chair of the board shall, in addition, be the general manager and chief executive officer of the corporation and shall have the powers and duties prescribed in Section 7 of this Article III.

**Section 7. President.** Subject to such powers and duties, if any, as may be prescribed by these bylaws or the Board for the chair of the board, if there be such officer, the president shall be the general manager and chief executive officer of this corporation and shall, subject to the control of the Board, have general supervision, direction and control of the business and affairs of this corporation. He or she shall preside in the absence of the chair of the board or, if there be none, at all meetings of the Board. He or she shall have all of the powers and shall perform all of the duties which are ordinarily inherent in the office of the president, and he or she shall have such further powers and shall perform such further duties as may be prescribed for him or her by the Board.

**Section 8. Vice Presidents.** In the absence or disability or refusal to act of the president, the vice presidents in order of their rank as fixed by the Board or, if not ranked, the vice president designated by the president or the Board, shall perform all of the duties of the president and when so acting shall have all the powers of and be subject to all the restrictions upon the president. The vice presidents shall have such other powers and perform such other duties as from time to time may be prescribed for them, respectively, by the Board or these bylaws.

**Section 9. Chief Financial Officer; Treasurer.** The treasurer of this corporation shall be the chief financial officer of this corporation and shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of account of this corporation. He or she shall receive and deposit all moneys and other valuables belonging to this corporation in the name and to the credit of this corporation and shall disburse the same only in such manner as the Board or the appropriate officers of this corporation may from time to time determine and shall render to the chief executive officer and the Board, whenever they request it, an account of all his or her transactions as treasurer and of the financial condition of this corporation. He or she shall have all of the powers and perform all of the duties incident to the office of treasurer, and he or she shall have such further powers and shall perform such further duties as may be prescribed for him or her by the Board.

**Section 10. Secretary.** The secretary shall keep or cause to be kept at the principal executive office of this corporation or such other place as the Board may order a book of minutes of all proceedings of the Board, with the time and place of each meeting, whether regular or special, and, if special, how authorized, the notice thereof given, and the names of those present. The secretary or, if he or she is absent or unable or refuses to act, any other officer of this corporation shall give or cause to be given notice of all the meetings of the Board required by these bylaws or by statute to be given, and he or she shall keep the seal of this corporation, if any, in safe custody. He or she shall have all of the powers and perform all of the duties incident to the office of secretary, and he or she shall have such further powers and shall perform such further duties as may be prescribed for him or her by the Board.

**Section 11. Compliance Officer.** The compliance officer, if there be such an officer, shall record and oversee investigation of all complaints and concerns he or she receives under the Organization's Open Door Policy for Reporting Complaints, working in concert with the Board and/or appointing one or more internal or external investigators, where appropriate. The compliance officer shall work with the Board to take prompt and appropriate corrective action in response to the complaint or concern, if necessary. The compliance officer shall keep complaints and concerns received confidential, to the extent possible consistent with the compliance officer's obligation to investigate and correct unlawful or unethical practices. On an annual basis, or more frequently as the Board may request, the compliance officer shall report to the Board on the complaints received under the Organization's Open Door Policy for Reporting Complaints, the actions taken in response thereto, and the outcomes of such actions. The compliance officer need not report a complaint to the Board in a manner that would compromise investigation of the complaint.

**Section 12. Compensation of Officers.** The salaries of officers, if any, shall be fixed from time to time by resolution of the Board or by the person or committee to whom the Board has delegated this function, and no officer shall be prevented from receiving such salary by reason of the fact that he or she is also a director, provided, however, that such compensation paid to a director for serving as an officer shall only be allowed if permitted under the provisions of Article II Section 16. In all cases, any salaries received by officers shall be reasonable and given in return for services actually rendered for the corporation which relate to the performance of the public benefit purposes of the corporation. No salaried officer serving as a director shall be permitted to vote on his or her own compensation as an officer.

## ARTICLE IV

### COMMITTEES

**Section 1. Committees of Directors.** The Board may, by resolution adopted by a majority of the number of directors then in office, provided that a quorum is present, create one or more committees, each consisting of two (2) or more directors, to serve at the pleasure of the Board. Appointments to such committees shall be by a majority vote of the directors then in office. The Board may appoint one or more directors as alternate members of any committee, who may replace any absent member at any meeting of the committee. And such committee, to the extent provided in the resolution of the Board, shall have all the authority of the Board, except with respect to:

- (a) The approval of any action for which the Law also requires approval of the Board or the approval of a majority of all members;
- (b) The filling of vacancies on the Board or on any committee which has the authority of the Board;
- (c) The fixing of compensation of the directors for serving on the Board or on any committee;
- (d) The amendment or repeal of bylaws or the adoption of new bylaws;
- (e) The amendment or repeal of any resolution of the Board which by its express terms is not so amendable or repealable;
- (f) The appointment of committees of the Board or the members thereof;
- (g) The expenditure of corporate funds to support a nominee for director after there are more people nominated for director than can be elected; or
- (h) The approval of any self-dealing transaction as defined by Section 5233 of the Law or any successor section thereto, except as provided by law.

**Section 2. Rules.** Sections 6 to 17 of Article II of these bylaws shall also apply, with necessary changes in point of detail, to committees exercising the authority of the Board, if any, and to actions by such committees, except that (a) the first sentence of Section 9 of Article II shall not apply and a quorum of the committee shall be a majority of the authorized number of members of the committee and except that (b) special meetings of a committee may be called by any two members of the committee, unless otherwise provided by these bylaws or by the resolution of the Board designating such committees. For such purpose, references to "the board" or "the board of directors" shall be deemed to refer to each such committee and references to "directors" or "members of the board" shall be deemed to refer to members of the committee.

**Section 3. Ad-hoc, Advisory or Other Non-Board Committees.** Other committees not having or exercising the authority of the Board in the management of this corporation may be

designated by a resolution adopted by a majority of the directors then in office. Each such committee may include persons who are not directors of the corporation; and such committee may adopt rules for its own governance not inconsistent with the rules set forth by the Board in the resolution designating the committee. Any actions of such advisory committees shall require ratification by the Board before being given effect.

## ARTICLE V

### MISCELLANEOUS

**Section 1. Contracts.** The Board may authorize any officer or officers to be agent or agents of this corporation, in addition to the officers so authorized by these bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of this corporation, and such authority may be general or confined to specific instances.

**Section 2. Checks, Drafts, Etc.** All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of this corporation shall be signed by such officer or officers, agent or agents, of this corporation and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the treasurer and countersigned by the chief executive officer of this corporation.

**Section 3. Deposits.** All funds of this corporation shall be deposited from time to time to the credit of this corporation in such banks, trust companies or other depositories as the Board may select.

**Section 4. Donations.** The [*chief executive officer; president*] of this corporation or his or her designee is authorized to accept donations which support the purposes of this corporation as set forth in the articles of incorporation of this corporation whether such donation is for a specific project or projects or is for the general support of this corporation's programs.

**Section 5. Representation of Corporate Shares.** The [*chief executive officer; president*] or any vice president or the secretary or any assistant secretary of this corporation is authorized to vote, represent and exercise on behalf of this corporation all rights incident to any and all shares of any other corporation or corporations standing in the name of this corporation. The authority hereby granted to said officers to vote or represent on behalf of this corporation any and all shares held by this corporation in any other corporation or corporations may be exercised either by such officers in person or by any other person authorized so to do by proxy or power of attorney duly executed by said officers.

## ARTICLE VI

### BOOKS AND RECORDS

This corporation shall keep at its principal office in this state, if any, the original or a copy of its articles of incorporation and bylaws as amended to date. Furthermore, this corporation shall keep adequate and correct books and records of account and shall also keep minutes of the proceedings of its Board and committees of the Board. Minutes and other books

and records shall be kept either in written form or in any other form capable of being converted into clearly legible tangible form or in any combination of the foregoing. Every director shall have the absolute right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical properties of this corporation.

## ARTICLE VII

### ANNUAL AND OTHER REPORTS

**Section 1. Annual Statement of Certain Transactions.** So long as required by the Law (presently Section 6322), this corporation shall furnish annually to its members within one hundred twenty (120) days after the close of this corporation's fiscal year, a statement which briefly describes each of the following transactions, if any:

(a) Any "covered transaction" (as defined below) during the previous fiscal year involving more than fifty thousand dollars (\$50,000), or which was one of a number of "covered transactions" in which the same "interested person" (as defined below) had a direct or indirect material financial interest, and which transactions in the aggregate involved more than fifty thousand dollars (\$50,000). The description of such "covered transactions" should include the names of the "interested persons" involved in such transactions, stating such person's relationship to this corporation, the nature of such person's interest in the transaction and, where practicable, the amount of such interest; provided, that in the case of a transaction with a partnership of which such person is a partner, only the interest of the partnership need be stated; and

(b) The amount and circumstances of any indemnifications or advances aggregating more than ten thousand dollars (\$10,000) paid during the fiscal year to any officer or director of this corporation pursuant to the Law (presently Section 5238) providing for the indemnification of officers and directors.

Within the meaning of this section, a "covered transaction" with an "interested person" means a transaction in which this corporation, its parent or its subsidiary was a party, and in which either of the following persons had a direct or indirect material financial interest: any director or officer of this corporation, or its parent or subsidiary; or any holder of more than ten percent (10%) of the voting power of the corporation, its parent or its subsidiary. A common directorship is not a material financial interest within the meaning of this section.

**Section 2. Financial Information.** So long as required by the Law (presently Section 6321(e)(1)), the Board shall cause to be prepared for their own use and for whatever further use the Board may duly authorize, a report containing in appropriate detail the following information:

(a) The assets and liabilities, including the trust funds, of this corporation as of the end of the fiscal year;

(b) The principal changes in assets and liabilities, including trust funds, during the fiscal year;

- (c) The revenue or receipts of this corporation, both unrestricted and restricted to particular purposes, for the fiscal year;
- (d) The expenses or disbursements of this corporation, for both general and restricted purposes, during the fiscal year; and
- (e) Any information required by Section 1 of this Article.

The report required by this section shall be accompanied by any report thereon of independent accountants, or, if there is no such report, the certificate of an authorized officer of this corporation that such statements were prepared without audit from the books and records of this corporation. The report shall be prepared, audited, and made available in the manner required by paragraph (1) of Section 12586(e) of the California Government Code.

**Section 3. Biennial Statement.** This corporation shall, within 90 days after the filing of its original articles and biennially thereafter during the applicable filing period (as set forth in section 6210(c) of the Law), file, on a form prescribed by the Secretary of State, a statement containing: (1) the name of the corporation and the Secretary of State's file number; (2) the names and complete business or residence addresses of its chief executive officer, secretary, and chief financial officer; (3) the street address of its principal office in this state, if any; and (4) the mailing address of the corporation, if different from the street address of its principal executive office or if the corporation has no principal office address in this state; and (5) if the corporation chooses to receive renewal notices and any other notifications from the Secretary of State by electronic mail instead of by United States mail, the corporation shall include a valid electronic mail instead of by United States mail, the corporation shall include a valid electronic mail address for the corporation or for the corporation's designee to receive those notices. The statement shall also designate an agent of the corporation for the purpose of service of process as prescribed in Section 6210(b) of the Law. If its agent for service of process or the address of the agent is changed, or if designation of a new agent for service of process is required under Section 6212 of the Law, the corporation shall file a current statement containing all the information required by this Section 3.

## ARTICLE VIII

### INDEMNIFICATION OF DIRECTORS AND OFFICERS

This corporation shall, to the maximum extent permitted by law, indemnify each of its present or former directors and officers against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any proceeding or any threatened proceeding (hereinafter "proceeding" includes any threatened proceeding) arising by reason of the fact that any such person is or was a director or officer of this corporation; provided that such director or officer was acting in good faith and in a manner such person reasonably believed to be in the best interests of this corporation and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful. Payments authorized hereunder include amounts paid and expenses incurred in settling any such proceeding. The foregoing does not apply to any proceeding specifically excluded by law, which includes actions

brought by or in the right of this corporation and certain actions alleging self-dealing or a breach of any duty relating to assets held in charitable trust.

If, because of the nature of the proceeding, this corporation is prohibited by the Law from indemnifying its directors or officers against judgments, fines, settlements and other amounts, this corporation shall nevertheless indemnify each of its directors and officers against expenses actually and reasonably incurred in connection with the defense or settlement of such proceeding arising by reason of the fact that any such person is or was a director or officer of the corporation; provided that such director or officer was acting in good faith and in a manner such person believed to be in the best interests of this corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances; and further provided that, to the extent required by law, the authority specified by law shall also approve the indemnification provided for by this paragraph.

Expenses incurred in defending any proceeding may be advanced by this corporation prior to the final disposition of the proceeding upon receipt of an undertaking by or on behalf of the director or officer to repay the amount of the advance unless it is determined ultimately that the director or officer is entitled to be indemnified as authorized in this article or by law. The provisions of Article X of these bylaws shall not apply to advances made pursuant to this paragraph.

The Board may authorize this corporation to purchase and maintain insurance on behalf of any director or officer against any liability asserted against or incurred by such person in such capacity or arising out of the person's status as such, whether or not this corporation would have the power to indemnify such person against such liability; provided, however, that this corporation shall not purchase or maintain insurance to indemnify any director or officer of this corporation for violating Section 5233 of the Law.

This article does not apply to any proceeding against any trustee, investment manager or other fiduciary of an employee benefit plan in that person's capacity as such, even though that person may also be a director or officer of this corporation. Nothing contained in this Article shall limit any right to indemnification to which such a trustee, investment manager or other fiduciary may be entitled by contract or otherwise, which shall be enforceable to the extent permitted by applicable law.

## **ARTICLE IX**

### **LIMITATION OF LIABILITY OF CERTAIN DIRECTORS AND OFFICERS**

**Section 1. Limitation of Certain Liabilities of Directors.** Except as provided in Section 5233 of the Law (with respect to self-dealing transactions), there is no liability based upon any alleged failure to discharge a person's obligations as a director, including, without limiting the generality of the foregoing, any actions or omissions which exceed or defeat a public or charitable purpose to which a corporation, or assets held by it, are dedicated, if the director's duties are performed in accordance with Article II, Section 12, including the following criteria:

- (a) The duties are performed in good faith;

(b) The duties are performed in a manner that director believes to be in the best interests of the corporation; and

(c) The duties are performed with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

**Section 2. Limitation of Personal Liability of Volunteer Directors and Volunteer Executive Officers to Third Parties for Negligence.** There shall be no personal liability for monetary damages to a third party on the part of a volunteer director or volunteer executive officer caused by the director's or officer's negligent act or omission in the performance of that person's duties as a director or officer, if all of the following conditions are met:

(a) The act or omission was within the scope of the director's or executive officer's duties;

(b) The act or omission was performed in good faith;

(c) The act or omission was not reckless, wanton, intentional, or grossly negligent; and

(d) Damages caused by the act or omission are covered pursuant to a liability insurance policy issued to the corporation, either in the form of a general liability policy or a director's and officer's liability policy, or personally to the director or executive officer. In the event that the damages are not covered by a liability insurance policy, the volunteer director or volunteer executive officer shall not be personally liable for the damages if the Board and the person had made all reasonable efforts in good faith to obtain available liability insurance.

**"Volunteer"** means the rendering of services without compensation. "Compensation" means remuneration whether by way of salary, fee, or other consideration for services rendered. However, the payment of per diem, mileage, or other reimbursement expenses to a director or executive officer does not affect that person's status as a volunteer with the meaning of this Section.

**"Executive officer"** means the president, vice president, secretary, or treasurer of a corporation, or such other person who serves in like capacity, who assists in establishing the policy of the corporation.

Nothing in this Section shall limit the liability of the corporation for any damages caused by acts or omissions of the volunteer director or volunteer executive officer. This Section does not eliminate or limit the liability of a director or officer as provided in Section 5233 or 5237 of the Law; or in any action or proceeding brought by the Attorney General. Nothing in this Section creates a duty of care or basis of liability for damage or injury caused by the acts or omissions of a director or officer.

## ARTICLE X

### CORPORATE LOANS, GUARANTEES AND ADVANCES

Except as provided by the Law (presently Section 5236), this corporation shall not make any loan of money or property to or guarantee the obligation of any director or officer.

## **ARTICLE XI**

### **AMENDMENTS TO BYLAWS**

New bylaws may be adopted or these bylaws may be amended or repealed by the approval of the Board.

## CERTIFICATE OF SECRETARY

I HEREBY CERTIFY THAT:

1. I am the duly elected and acting Secretary of Black Girls Code, a California nonprofit corporation (the "*Organization*"); and
2. Above is a complete and accurate copy of the Bylaws of such Organization as duly adopted by the board of directors of the Organization by an Action by Unanimous Written Consent on this 9th day of February, 2017.

IN WITNESS WHEREOF, I have hereunto ascribed my name this 9th day of February, 2017.



---

DANIELLE JACKSON  
SECRETARY

# EXHIBIT F

>  
> On Wed, Sep 29, 2021 at 7:39 PM Sebastien Taveau <staveau@gmail.com> wrote:  
>  
> Thanks Kimberly for the extra details  
>  
> The concerns by few board members were that we had no information shared with us (incl from Dean Adams) and we are seeing and being contacted left and right without clarity.  
>  
> Trust me, we are all concerned and make a priority of the wellbeing and safety of the staff before financial interest.  
>  
> There is a communication breakdown with the board but that's an easy fix. Everything else that you mentioned takes time and commitment across the board (well the company)  
>  
> Let's have the official chat sooner than later so we can be made aware of all the findings and solutions in place.  
>  
> BGC is now in a very different league and will become a legal target for sure. The board just wants to make sure we protect the organization to the best of its capacity.  
>  
> Cheers  
> Seb  
>  
> Sebastien Taveau  
> +1 650 283 0125  
> Semper Altiora Spiro  
>  
>  
>> On Sep 29, 2021, at 16:11, Kimberly Bryant <kbryant@blackgirlscode.org> wrote:  
>>  
>>  
>> Hi Seb,  
>>  
>> So we are discussing two very different things here. We did NOT agree to an internal "investigation" in regards to the resignations of the staff back in June. I had several conversations with our then board chair Dr. Adams as a result of the information shared with the board at the time and per  
>> information that was sent to all of you by Stephanie both she and I agreed that the culture work that was needed would be led by the organization and not the board. She shared this with you all several months ago.  
>> This situation with Darnell is not necessarily reflective of any "organizational tension" as you describe it. One of our program directors brought forth a complaint regarding to Darnell regarding an inappropriate and sexually suggestive comment and action that Darnell exhibited in an actual all  
>> hands meeting. The complaints then also shared anecdotal evidence of Darnell making inappropriate comments to an interview candidate in a group interview. We engaged an consultant HRM to perform an internal investigation as a result of these complaints. She interviewed 7 employees (almost half our  
>> staff) and as a result there was other reports of inappropriate and misogynistic comments made by Darnell to other female employees including the original complaints.  
>> As an organization that is female centered and in service to WOMEN it was the advice of this

independent consultant that Darnell was a significant risk to the organization and as a result of this investigation and feedback from staff we elected to terminate his contract within his probationary >> period.

>> When these issues were first brought to our attention in August I did notify both our board chair Dean Adams AND our board secretary Dr. Thomas. Post investigation the documented notes and the formal investigative writeup was shared with Dr. Adams, Dr. Thomas, and Stacy. There is no other

>> investigation Seb. Furthermore I am personally troubled that there is more concern here about discussions with Darnell about a grant than the misogynistic and microaggression complaints of our primarily female staff. This is extremely concerning to me as a board member, board president, CEO, and >> founder.

>> We have known cultural issues within BGC. We need to fix these issues and as committed to our board chair have begun this work. There may be more transitions on our team both voluntary and some involuntary as my exec team and I feel it is important to address issues of toxicity within our team as

>> clearly demonstrated and revealed (not only by me) by the letters shared with transitioned team members which not only indicted me but also called into questions the motives of board members. This work is not easy but it is vital. Our executive team is doing this work. Right now I believe a

>> supportive board is necessary and vital to what we are trying to "build".

>> To answer your question further there is no other investigation to share. The cultural work belongs to the org and the exec team (not the board). These issues and concerns were shared and aligned previously with Dr. Adams.

>>

>> As noted I think we need a full board meeting. I'm glad to share insight and dig into the events which occurred with Darnell. But my main priority is the mental health, well-being, and protection of our female led team and our female centered work.

>>

>> Sincerest regards,

>> Kimberly

>>

>>

>> ----- Original Message -----

>> Subject: Re: Inquiry: BGC Board of Directors...

>>

From: "Sebastien Taveau" <staveau@gmail.com>

>> Date: Wed, September 29, 2021 3:04 pm

>> To: "Kimberly Bryant" <kbryant@blackgirlscode.org>

>> Cc: "Heather Hiles" <heatherahiles@gmail.com>

>> "Sherman Whites" <swhites@kauffman.org>

>> "Simmons, Robert" <rsimmons@strength.org>

>> "Stacy Brown-Philpot" <sbrown04@gmail.com>

>> "Sylvia Thomas" <star27thomas@gmail.com>

>>

>>

>>> Hi Kimberly,

>>>

>>> The board has seen no information whatsoever regarding the letters sent back in June nor on the context of Darnell leaving. I was talking about fundraising with him only few days before the event.

>>>

>>> Last we agreed to an independent investigation not internal investigation so I want to make sure this was done.

>>>

>>> Where I am concerned is that our personal responsibility may be engaged if we don't act on these so we need to have critical information such as the ones requested below shared with us on an immediate basis not just at the board official meetings.

>>>

>>> With that said, you understand now why we want to check on the D&O insurance and its current level of coverage as well as any legal activities that would help us in our duties as board members.

>>>

>>> While some discussion were happening, I have to say I was blindsided by the tension mounting internally again. Hence why it is important to keep the flow of information going and constant.

>>>

>>> Hope this helps clarify my position.

>>>

>>> Cheers

>>> Seb

>>>

>>>

>>> Sebastien Taveau

>>> staveau@gmail.com <mailto:staveau@gmail.com>

>>>

>>> "Semper Altiora Spiro"

>>>

>>> This is my personal email.

>>> All correspondences are considered public and unsecured.

>>> --

>>> Sebastien Taveau

>>> +1 (650) 283-0125

>>>

>>> Messages sent from a tiny keyboard. Pardon the typos...

>>>

>>>

>>>

>>>

>>>

>>>

>>>

>>>

>>>

>>>> On Sep 29, 2021, at 13:19, Kimberly Bryant <kbryant@blackgirlscode.org> wrote:

>>>>

>>>>

>>>> Hi Heather

>>>>

>>>> I will review the investigation during the meeting. The attorneys work through the organization so

# EXHIBIT G



**DLA Piper LLP (US)**  
2000 Avenue of the Stars  
Suite 400 North Tower  
Los Angeles, California  
90067-4704  
[www.dlapiper.com](http://www.dlapiper.com)

Holly Lake  
[Holly.Lake@us.dlapiper.com](mailto:Holly.Lake@us.dlapiper.com)  
T +1 310 595 3080  
F +1 310 595 3300

October 14, 2021

Heather Hiles  
Chair of Finance Committee  
Black Girls Code  
1835 Franklin Street  
Oakland, CA 94612

Re: Engagement Letter for Legal Services

Dear Heather:

We are pleased that Black Girls Code ("BCG", the "Client" or "you") is engaging DLA Piper LLP (US) ("DLA Piper," "we," or the "Firm") to represent you in connection with analyzing the board structure and providing advice and legal counsel regarding employment related issues (the "Matter").

**General Terms**

[REDACTED]

[REDACTED]

**Fees and Expenses**

[REDACTED]

[REDACTED]

**Retainer**

[REDACTED]

Heather Hiles  
October 14, 2021  
Page Two



Litigation



Insurance



Very truly yours,

**DLA Piper LLP (US)**

A handwritten signature in black ink, appearing to read "Holly Lake".

Holly Lake  
Partner

Heather Hiles  
October 14, 2021  
Page Three

I have read the above engagement and conflict waiver letter and agree and accept the terms and conditions set forth therein.

Date: October 15, 2021

Black Girls Code

By: 

Its: Interim Board Chair, Black Girls CODE

# EXHIBIT H



December 21, 2021

*Via E-Mail Only*

Kimberly Bryant  
mskvbryant@aol.com

Re: *Black Girls Code*

Dear Kimberly:

Yesterday, on December 20, 2021, a Black Girls Code (“BGC”) Board of Directors meeting was held. Immediately after the meeting was adjourned, I asked to speak to you for a few moments. You indicated you were not available and instead asked me to speak with your assistant to schedule a time. As a result, I have no choice but to communicate with you via written correspondence.

As I am sure you are aware, due to our many discussions and correspondence, and consistent with Article III, Sections 1, 2, and 3 in the BGC Bylaws, the Board of Directors oversees the performance of the Executive Director and has fiduciary duties to BGC.

The Board of Directors have been made aware of serious allegations that involve you and we are attempting to conduct a thorough and robust investigation into those allegations. You have conducted yourself in a manner so as to disrupt and impede the ongoing investigation.

Based upon this and other concerns we continue to have, effectively immediately you are hereby suspended with pay for an indefinite period of time. Effective immediately, Sofia Mohammed will be the interim Executive Director of BCG. Counsel will reach out to you regarding the ongoing investigation, which you are required to cooperate with as an employee of BCG.

We will update you as soon as we can regarding next steps.

Sincerely,

A handwritten signature in black ink that appears to read "Heather Hiles".

Heather Hiles  
Interim Chair of the Board for BGC

# EXHIBIT I

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HOME > TECH

# Black Girls Code's founder says she was unaware of an investigation at the nonprofit and her removal was 'unconscionable'

April Joyner Dec 23, 2021, 8:53 PM



**Kimberly Bryant, founder of Black Girls Code.** Jeff Vespa/Getty Images for Glamour

**Kimberly Bryant, the founder of Black Girls Code, told**

**Insider her suspension came out of the blue.**

**She accused a board member of 'unconscionable' behavior over the situation.**

**A former employee said that Bryant's leadership style was impeding growth.**

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Kimberly Bryant, the founder of Black Girls Code, told Insider that her suspension as leader of the respected non-

profit came out of the blue.

On Monday, the board held a meeting in which it discussed usual business, Bryant said in a statement. After the meeting, board member Heather Hiles, the board's interim chair, asked to speak separately with Bryant. Bryant had another meeting to attend, she said, so she asked Hiles if they could meet after the holidays.

The next day, Tuesday, she lost access to her work email, Bryant said, and received a letter from Hiles on her personal email account notifying her that she had been suspended and that the board had appointed an interim executive director.

Bryant announced the situation on Tuesday in a tweet.

A spokesperson for the nonprofit's board confirmed to Insider that Bryant had been placed on paid, administrative leave and removed from leadership pending an investigation about Bryant's conduct. The board had formed a special committee in October to investigate complaints about her leadership style, the spokesperson said.

Bryant said she was aware that the special committee had been formed to examine the non-profit's work culture and had approved payment for an attorney, but said she had never gotten notification that a formal investigation of complaints against her was taking place.

"It would have been nice, professional, and even courteous to apprise me of what the specific allegations are, because they have not been articulated to me in any clear format," she said.

Bryant said she was not informed of an impending board vote about her and accused Hiles of disregarding standard procedures for nonprofit governance with the intent to push her out.



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A spokesperson for Black Girls Code's board declined to comment in response to Bryant's statement.

Tensions had been mounting between Bryant and Hiles since Hiles took over as interim chair in September, the Daily Beast's Emily Shugerman reported, citing emails between the two. Bryant strongly opposed Hiles' nomination as chair in an email, alleging that Hiles had been verbally disrespectful to Bryant, and describing the board as "dysfunctional," the Daily Beast reported.

Insider spoke with several former staffers who criticized Bryant's management style, believing that it was ultimately impeding the organization's growth.

"If Kimberly can just allow herself to be the face and let

someone else handle the business side, the organization can grow phenomenally," Charles Anderson, a former Black Girls Code employee told Insider, adding that Bryant "chose a phenomenal board.

"These were all legit professionals," Anderson said of the board.

By December 8, the founder and board were heading for a showdown. Bryant said that's when she learned from her chief of staff that Hiles had requested information on the nonprofit's personnel dating back to 2017, as part of the work culture analysis. Bryant responded that she would check with the nonprofit's counsel.

"It is unconscionable for people like Ms. Hiles and her

cronies to take advantage of a grassroots organization like BGC for their own personal gain," Bryant said in her statement.

Black Girls Code's board previously said in a statement to Insider that it was investigating "serious allegations of workplace impropriety" but did not provide further details.



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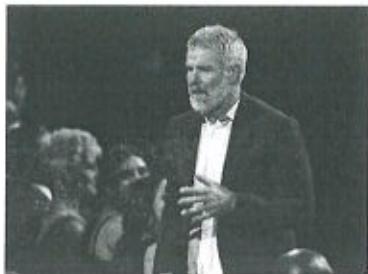
The Oakland, California, nonprofit has chapters in 16 cities, has had more than 30,000 participants, and is sponsored by a who's who in corporate America including Google, IBM, Capital One, Macy's, others, according to the organization.

"My hope is that the outcome of this conflict will resolve amicably and include protecting BGC and all that we have

built as a legacy over the last 10 years for Black women and girls," she added.

*Are you an insider with insight to share? Contact April Joyner at [ajoyner@insider.com](mailto:ajoyner@insider.com) or on Signal at 646-287-8761 from a nonwork device. Open DMs on Twitter @aprjoy.*

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# The founder of Black Girls Code has been ousted as head of the nonprofit after allegations of 'workplace impropriety'

April Joyner Dec 23, 2021, 4:02 PM





**Kimberly Bryant, the founder of Black Girls Code.** Screenshot

**Black Girls Code founder Kimberly Bryant has been placed on leave by the nonprofit's board.**

**Its board said it was investigating complaints about Bryant's conduct but that she remains on staff.**

**Black Girls Code teaches girls tech skills and has partnered with Google, Facebook, and Nike.**

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Kimberly Bryant, the founder of Black Girls Code, was removed as head of the nonprofit this week by its board following complaints related to her conduct, the nonprofit's board said.

Bryant announced the situation in a tweet on Tuesday. "Press release: so it's 3 days before Christmas and you wake up to discover the organization YOU created and built from the ground up has been taken away by a rogue board with no notification," she wrote.

On Thursday, the board released an additional statement to Insider that it had formed a special committee in October to investigate those complaints. It placed her on paid administrative leave this week during the investigation, and she remains on staff, it said. The board has appointed

an interim executive director to manage the nonprofit.

In an emailed statement to Insider on Tuesday, Black Girls Code's board said it was investigating "serious allegations of workplace impropriety" but did not provide further details.

Bryant told Insider that she was unaware of the investigation and her removal was 'unconscionable.'

An engineer who previously worked in the pharmaceutical and biotech industries, Bryant founded Black Girls Code in 2011. The nonprofit runs workshops, summer camps, and other programs to teach girls technology skills in areas such as web design, app development, and robotics. In 2016, Insider named Bryant one of the most powerful

female engineers of that year.

The Oakland, California, nonprofit has chapters in 16 cities, and its programming has reached more than 30,000 participants, according to the organization.

Black Girls Code has amassed support from companies such as Google, Facebook, IBM, and Nike. Its board, which the nonprofit announced in 2018, includes prominent Black leaders in technology and entrepreneurship.

Among its directors are Stacy Brown-Philpot, the former CEO of TaskRabbit and a member of the SoftBank Opportunity Fund's investment committee; Sherman Whites, a director at the Ewing Marion Kauffman Foundation, a nonprofit that supports entrepreneurship;

and Heather Hiles, the founder of the education-tech company Pathbrite and the managing director of the venture-capital firm Black Ops.

Bryant's tweets on Tuesday drew an outpouring of support and sympathy from many in the tech community who expressed shock at the news of her removal from the nonprofit's leadership.

"This is an unfathomable mess handled in the most unjust way humanly possible to a woman who was a huge part of building this movement," wrote Karla Monterroso, the former CEO of Code2040, a nonprofit focused on racial equity in the tech industry.

*Are you an insider with insight to share? Contact April Joyner at [ajoyner@insider.com](mailto:ajoyner@insider.com) or on Signal at 646-287-8761 from a nonwork device. Open DMs on Twitter [@aprjoy](#).*

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# EXHIBIT K

2

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Home

# Founder of Black Girls Code Removed, Citing Allegations Of ‘Workplace Impropriety’



0





TRENDING BUSINESS CULTURE HEALTH ENTERTAINMENT LIFESTYLE

3.4k

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Kimberly Bryant, the founder of Black Girls Code, has been as the head of the nonprofit by its board, according to Business Insider.

In an email statement from the Insider on Tuesday, Black Girl's Code board cited "serious allegations of workplace impropriety," and an investigation into the matter is reportedly underway. As a result, the organization will appoint an interim until the position for the executive board director is filled.

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21

A



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Bryant took to Twitter to respond to news of her removal.

The Receipts

"Press release: so it's three days before Christmas, and you wake up to discover the organization YOU created and built from the ground up has been taken away by a rogue board with no notification," her post read.

kimberlybryant.eth   
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Press release: so it's 3 days before Christmas and you wake up to discover the organization YOU created and built from the ground up has been taken away by a rogue board with no notification. VC:  
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On Thursday, the board issued an additional statement to Insider that it had launched a special committee in October to investigate those complaints. This week, Bryant was placed on paid

Eddie Murphy Ordered To Pay \$35,000 In Child Support To Melanie Brown For Child Angel

administrative leave during the investigation, and she remains on staff, the email noted.

As a former engineer who held positions in the pharmaceutical and biotech industries, Bryant founded Black Girls Code in 2011. The “nonprofit runs workshops, summer camps, and other programs to encourage Black girls to learn technology skills in areas such as web design, app development, and robotics.”

Kanye West Says Media Is Using Lizzo As A Mean To Further “Black Genocide” In Interview

Per Insider, Bryant was credited for her success with the organization and was named one of Insider’s most powerful female engineers in 2016.

According to the organization, based in Oakland, California, Black Girls Code has more than 30,000 programming participants and chapters located in 16 cities across the state.

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The nonprofit has gained support from major companies, including

Google, Facebook, IBM, and Nike. In addition, they announced in 2018 a board comprised of successful Black leaders in technology and entrepreneurship.

Though Bryant has been removed from her executive position, Stacy Brown-Philpot, the former CEO of TaskRabbit and a member of the SoftBank Opportunity Fund's investment committee; Sherman Whites, a director at the Ewing Marion Kauffman Foundation, a nonprofit that supports entrepreneurship; and Heather Hiles, the founder of ed-tech company Pathbrite and the managing director of the venture firm Black Ops VC, all remain on the board.

Karla Monterroso, the former CEO of Code2040, a nonprofit focused on racial equity in the tech industry, expressed her thoughts regarding Bryant's dismissal in a tweet.

"This is an unfathomable mess handled in the most unjust way humanly possible to a woman who was a massive part of building this movement.

**Karla Monterroso**   
@karlitaliliana · Follow



**Music Fans Reminded Diddy He Is Trash After He Posted a Tribute To The Late Black Rob**

**01**

This is an unfathomable mess handled in the most unjust way humanly possible to a woman who was a huge part of building this movement.

**kimberlybryant.eth**  @6Gems

Press release: so it's 3 days before Christmas and you wake up to discover the organization YOU created and built from the ground up has been taken away by a rogue board with no notification. VC: @BlackGirlsCode

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# EXHIBIT L

LS  
CARLSON  
LAW

December 28, 2021

**VIA EMAIL AND CERTIFIED MAIL**

Diara M. Holmes, Esq.

**PRIVILEGED AND CONFIDENTIAL**

Loeb & Loeb, LLP

901 New York Ave NW, Suite 300

Washington, DC 20001

*dholmes@loeb.com*

Holly Lake, Esq.

DLA Piper, LLP

2000 Avenue of the Stars

Suite 400 North Tower

Los Angeles, California

90067-4735

*holly.lake@dlapiper.com*

RE:

*Kimberly Bryant / Black Girls Code – Notice of Representation, Records Request, and Demand for Preservation of Evidence*

Dear Ms. Holmes and Ms. Lake:

Kimberly Bryant, Chief Executive Officer of Black Girls Code (“BGC”), retained this firm to protect and enforce her legal rights concerning her unwarranted and unlawful suspension from BGC, effective December 21, 2021. As you are aware, Ms. Bryant was suspended from the performance of her duties as Chief Executive Officer of BGC, by a rogue contingent of BGC’s Board of Directors (“Board”), a Special Committee represented by Holly Lakes, acting in violation of BGC’s duly established Bylaws and in violation of California Law. Below is a summary of facts as we understand them.

On December 8, 2021, Heather Hiles requested personnel records for all BGC employees and contractors from 2017 to date. That same day, Ms. Bryant responded to this request for personnel records by stating that she needed to speak with counsel before turning over these records. The



soonest a meeting between Ms. Bryant and employment counsel could be scheduled was December 21, 2021. Ms. Hiles did not respond to Ms. Bryant's December 8 email until December 16, 2021, at which time Ms. Hiles demanded the personnel records by December 17, 2021. Not only was it not practical to gather and turn over personnel records in just one day, but given the sensitive nature of personnel records, Ms. Bryant wanted to speak with employment counsel to ensure that BGC was complying with all appropriate policies and laws in providing copies of the personnel records which contain personal identification information.

On or about Monday, December 20, 2021, Ms. Bryant attended a meeting of the Board which conducted usual business. At the conclusion of this meeting, Ms. Hiles, serving as interim Chair of the Board (while impermissibly serving a dual role as treasurer), asked Ms. Bryant for a private meeting. Ms. Bryant offered to meet Ms. Hiles after the first of the year due to prior commitments during the holiday season. Ms. Bryant was shocked to learn of her suspension on December 21, 2021, and that her access to BGC company-information and email was immediately disabled, before Ms. Bryant was provided an opportunity consult with the Board or legal counsel concerning the basis for the suspension.

Ms. Bryant's suspension was not the result of an action lawfully taken by the Board, but was instead an ill-conceived coup d'état by interim Chair Heather Hiles. A special committee<sup>1</sup> of three Board members, including Ms. Hiles, decided to suspend Ms. Bryant. More troubling, this special committee took action to suspend Ms. Bryant outside the presence of the entire Board, and without the Board's consent. Certain Board members were not permitted to vote on Ms. Bryant's suspension (which undoubtedly requires a vote of the Board pursuant to BGC's Bylaws) and were not otherwise notified of Ms. Bryant's suspension until after the news was made public. To be clear, the suspension was not an official action of the Board. The Board never conducted a vote, nor issued a resolution on the matter. The actions of the special committee violate BGC's Bylaws and California Nonprofit Benefit Corporation Law.

Ms. Bryant's suspension was immediately made public, and BGC issued statements to national news outlets concerning allegations that Ms. Bryant had engaged in wrongful behavior. BGC's comments indicate that an "ongoing investigation" was underway concerning the alleged misconduct and that the suspension was a result of Ms. Bryant's lack of cooperation with "the investigation"—statements that are patently false. While Ms. Hiles asserted that she would be forming a Special Committee to investigate employee concerns, the Board did not authorize, nor conduct, an investigation concerning any purported misconduct by Ms. Bryant. The public comments issued by BGC were followed by the instruction of Ms. Hiles to BGC's employees, who have been provided a "script"<sup>2</sup> for use when speaking to the press, which seeks to reinforce

---

<sup>1</sup> Holly Lake, Esq., serves as counsel hired by the special committee headed by Ms. Hiles to investigate and advise regarding the allegations against Ms. Bryant. Ms. Lake is an intended recipient of this correspondence as a courtesy.

<sup>2</sup> Ms. Bryant has been informed that termination of employment has been threatened to those at BGC who intend to deviate from Ms. Hiles' script when speaking publicly on these issues.

the unfounded and improper comments concerning a purported investigation into Ms. Bryant—an investigation that never occurred.

It is no secret that Ms. Hiles takes issue with Ms. Bryant. On multiple occasions, Ms. Bryant has been forced to inform and restrain Ms. Hiles from engaging in conduct detrimental to BGC, including Ms. Hiles' attempts to foster a partnership between BGC and UDEMY, a company with which Ms. Hiles is intimately involved and maintains significant financial interests. Ms. Hiles has also intentionally impeded BGC's implementation of a June 2021 investment strategy, including establishing a \$20,000,000 endowment which Ms. Hiles unilaterally impeded, again to attempt to divert those endowment funds to a venture capital firm with which Ms. Hiles has a personal financial interest.<sup>3</sup> Fortunately Ms. Bryant acted to protect BGC from the conflicts of interest that would have followed in the wake of Ms. Hiles' self-serving conduct. Ms. Bryant's suspension appears to be a result of Ms. Hiles' intent to keep Ms. Bryant from further interference with her personal agenda.

The actions taken Ms. Hiles and the special committee are unlawful. As a result, BGC and its Board are exposed to significant liability unless the wrongs directed at Ms. Bryant are remedied immediately. In addition to the above, I am currently reviewing the relevant materials and shall provide you with our client's substantive position in separate correspondence.

#### **Cease and Desist**

**In the interim, Ms. Bryant demands that BGC cease and desist from issuing public comment concerning the suspension of Ms. Bryant, and the alleged basis for the suspension, including that the suspension was due to misconduct or impropriety.** Further public comment will continue to cause irreparable harm to Ms. Bryant, and will continue to damage BGC as a whole. The recent comments from BGC and certain members of the Board concerning alleged "serious misconduct" and purported ongoing investigations concerning Ms. Bryant are false, defamatory, and are designed solely to tarnish Ms. Bryant's outstanding reputation.

#### **Reinstatement as CEO**

Ms. Bryant requests that she be reinstated as CEO of BGC effective immediately, and pending the outcome of any investigation that may be necessary. To date, the Board and BGC have leveled unfounded allegations against Ms. Bryant while failing to conduct any investigation into the allegations against Ms. Bryant or the actions of Ms. Hiles and the other Board members.

---

<sup>3</sup> Corporations Code § 5233 addresses self-dealing transactions and Corporations Code Section 5223(a) provides that a superior court "may, at the suit of a director ... remove from office any director in case of fraudulent or dishonest acts or gross abuse of authority or discretion with reference to the corporation or breach of any duty ... and may bar from reelection any director so removed for a period prescribed by the court."

Black Girls Code  
Diara Holmes, Esq.  
Holly Lake, Esq.  
December 28, 2021

Should the Board not agree to reinstate Ms. Bryant as CEO immediately, she should at the very least have her email access restored at once.

#### **Corporations Code Section 6334 Records Request**

Ms. Bryant has the right to inspect or copy BGC's records upon written request pursuant to Corporations Code Section 6334.<sup>4</sup> Please allow this correspondence to constitute Ms. Bryant's formal request that the BGC produce and/or permit inspection of the following records:

- All governing documents of BGC, including but not limited to Bylaws, Articles of Incorporation, and Rules and Regulations.
- All meeting minutes of the Board from January 1, 2018 to the present.
- All documents concerning, reflecting, or referencing alleged wrongful misconduct or impropriety by Ms. Bryant.
- All documents concerning, reflecting, or referencing the authorization of any investigation(s) pertaining to alleged wrongful misconduct or impropriety by Ms. Bryant.
- All documents concerning, reflecting, or referencing findings of any investigation(s) pertaining to alleged wrongful misconduct or impropriety by Ms. Bryant.
- All documents concerning, reflecting, or referencing the creation of a special committee(s) of the Board to conduct any investigation on behalf of the Board from January 1, 2018 to the present.
- All documents concerning, reflecting, or referencing the findings of any committee(s) of the Board concerning any investigation(s) conducted from January 1, 2018 to the present.
- All documents concerning, reflecting, or referencing the appointment of Ms. Hiles as Interim Chair of the Board.
- All Resolutions of the Board from January 1, 2018 to the present.

Please note that Ms. Bryant shall treat each of the enumerated records requested as a separate written request for purposes of enforcement. If BGC unreasonably withholds access to the requested records Ms. Bryant will seek all available remedies at law.

Please provide copies of the requested documents and materials no later than January 27, 2022.

#### **Demand for Preservation of Evidence**

In anticipation of this matter proceeding to litigation, please allow this correspondence to also constitute formal notice to BGC and BGC's agents, attorneys, and representatives, to preserve all documents and electronically stored information ("ESI"), including recordings, logs, internal memoranda, text messages, social media postings, and emails related in any way to: (i) the

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<sup>4</sup> Pursuant to Corporations Code Section 6334, Ms. Bryant maintains the "absolute right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the corporation of which such person is a director."

above-described dispute related to Ms. Bryant's suspension as Chief Executive Officer of BGC; (ii) BGC's allegations of Ms. Bryant's wrongdoing, misconduct, and/or impropriety; and (iii) the foregoing records requests. This demand requires preservation and maintenance of all relevant documents, regardless of whether or not they are hard copy files, or are stored in any type of electronic format (e.g., computer system(s), hard drive(s), cloud drives, the Internet, or other electronic storage devices). (*Cedars-Sinai Med. Ctr. v. Sup. Ct.* (1998) 18 Cal.4th 1, 12; *Gomez v. Acquistapace* (1996) 50 Cal.App.4th 740, 747.)

BGC should afford ESI the broadest possible definition to include, without limitation, all digital communications (e.g., emails, voice mails, instant messaging), documents prepared with a word processing program (e.g., Word and WordPerfect), spreadsheets (e.g., Excel and Lotus 123 worksheets), accounting application data (e.g., QuickBooks, Money, or Peachtree), image and facsimile files (e.g., PDF, TIFF, JPG, and GIF images), sound recordings (e.g., WAV and MP3 files), video recordings, databases, contact and relationship management data, calendar and diary application data, online access data (e.g., temporary, internet files, history, and cookies), presentations (e.g., PowerPoint and Corel), network access and server activity logs, data created with the use of any iPad or other handheld devices, cloud-based and/or smartphone application information, data created with the use of physical objects embedded with electronics, software, sensors, and/or network connectivity (e.g., NEST-brand internet-enabled home thermostats, video monitors, Amazon Echo, or Google Home devices), CAD files, and backup and archival files.

Please take further notice that adequate preservation of ESI requires more than simply refraining from efforts to destroy or dispose of such evidence. Rather, BGC and its agents, attorneys, and representatives must employ proper techniques to safeguard the relevant data/documents and prevent losses that could result from routine operations. Consequently, if a subsequent forensic examination of BGC's computer(s) and/or data storage system(s) evidences the destruction or deletion of any discoverable material as of the date and time of this communication, Ms. Bryant will seek to have BGC, and/or those responsible for obstruction sanctioned for intentional spoliation of evidence. (*Williams v. Russ* (2008) 167 Cal.App.4th 1215, 1223; *Cedars-Sinai Med. Ctr. v. Superior Court, supra*, 18 Cal.4th at 12; *R.S. Creative, Inc. v. Creative Cotton, Ltd.* (1999) 75 Cal.App.4th 486, 497.)

Please also note that because hard copies do not preserve electronic searchability or metadata, they are not an adequate substitute for ESI. If information exists in both electronic and paper form, BGC should preserve them both.

Finally, if BGC contends that the preservation of the evidence demanded will result in a burdensome cost to it, please identify the nature and basis of those costs so that we may determine whether or not Ms. Bryant will reimburse it.

Black Girls Code  
Diara Holmes, Esq.  
Holly Lake, Esq.  
December 28, 2021

If you have any questions about the foregoing, please do not hesitate to contact me. Please ensure that all communications regarding Ms. Bryant and this matter are directed to our office.

Sincerely yours,



Kirk C. Pearson, Esq.

# EXHIBIT M

**From:** Aisha Shelton Adam <[Aisha@investigationscounsel.com](mailto:Aisha@investigationscounsel.com)>  
**Sent:** Tuesday, February 15, 2022 9:03 PM  
**To:** Kirk Pearson <[kpearson@lscarlsonlaw.com](mailto:kpearson@lscarlsonlaw.com)>  
**Cc:** Adriana Galindo <[Adriana@investigationscounsel.com](mailto:Adriana@investigationscounsel.com)>  
**Subject:** Investigation

Dear Mr. Pearson,

I hope you are doing well. I am writing to obtain Ms. Bryant's availability to meet with my firm so that we may conduct her witness interview. Please let me know whether Ms. Bryant and your office are available on one of the following dates:

March 10        10:30 a.m. – 1:00 p.m.  
                    1:30 p.m. – 4:30 p.m.

March 11        10:30 a.m. – 1:00 p.m.

Thank you in advance. I look forward to your response.

Best,  
Aisha

Aisha Shelton Adam, Esq., AWI-CH  
direct: 562.298.2535 | office: 424.306.2342, ext. 2342  
21515 Hawthorne Blvd., Ste 200 | Torrance, CA 90503  
[aisha@investigationscounsel.com](mailto:aisha@investigationscounsel.com)



This email may contain confidential or privileged information. If you believe you may have received it in error, please notify the sender and delete this message without copying or disclosing it.

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA**  
Hayward Hall of Justice

Kimberly Bryant Plaintiff/Petitioner(s) vs. Black Girls Code, a California Non-Profit Public Benefit Corporation et al Defendant/Respondent(s)	<p>No. 22CV005512</p> <p>Date: 10/14/2022 Time: 8:37 AM Dept: 514 Judge: Noël Wise</p> <p style="text-align: center;">ORDER re: Case Management Order re Continuance - Not at Issue</p>
--	---

The Case Management Conference scheduled for 10/26/2022 is continued to 02/15/2023 at 3:00 PM in Department 514 at Hayward Hall of Justice.

The court is continuing this matter because the case is not yet at issue.

The Court orders counsel to obtain a copy of this order from the eCourt portal.

Dated: 10/14/2022



**Noël Wise / Judge**

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):  
 Loretta Lynch (*pro hac vice* application pending)  
 1285 Avenue of the Americas, New York, NY 10019  
 Joshua Hill (250842) / Rosie Vail (317977)  
 535 Mission Street, 24th Floor, San Francisco, CA 94105

FOR COURT USE ONLY

TELEPHONE NO.: 628.432.5123

FAX NO. (Optional): 628.232.3090

E-MAIL ADDRESS: JHill@paulweiss.com / RVail@paulweiss.com

ATTORNEY FOR (Name): Heather Hiles, Stacy Brown-Philpot, and Sherman Whites

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA**

STREET ADDRESS: 24405 Amador Street

MAILING ADDRESS: (same)

CITY AND ZIP CODE: Hayward, CA 94544

BRANCH NAME: Hayward Hall of Justice

PLAINTIFF/PETITIONER: Kimberly Bryant

DEFENDANT/RESPONDENT: Heather Hiles, Stacy Brown-Philpot, and Sherman Whites

**ELECTRONICALLY FILED**Superior Court of California,  
County of Alameda

10/12/2022 at 06:24:20 PM

By: Anita Dhir,  
Deputy Clerk**CASE MANAGEMENT STATEMENT**(Check one):  UNLIMITED CASE  LIMITED CASE

(Amount demanded exceeds \$25,000) (Amount demanded is \$25,000 or less)

CASE NUMBER:

22-CV-005512

**A CASE MANAGEMENT CONFERENCE** is scheduled as follows:

Date: 10/26/2022

Time: 3:00 PM

Dept.: 514

Div.:

Room:

Address of court (if different from the address above):  
(same) Notice of Intent to Appear by Telephone, by (name):**INSTRUCTIONS:** All applicable boxes must be checked, and the specified information must be provided.

1. **Party or parties (answer one):**
  - a.  This statement is submitted by party (name):
  - b.  This statement is submitted jointly by parties (names): Heather Hiles, Stacy Brown-Philpot, and Sherman Whites
2. **Complaint and cross-complaint (to be answered by plaintiffs and cross-complainants only)**
  - a. The complaint was filed on (date): January 12, 2022
  - b.  The cross-complaint, if any, was filed on (date):
3. **Service (to be answered by plaintiffs and cross-complainants only)**
  - a.  All parties named in the complaint and cross-complaint have been served, have appeared, or have been dismissed.
  - b.  The following parties named in the complaint or cross-complaint
    - (1)  have not been served (specify names and explain why not):
    - (2)  have been served but have not appeared and have not been dismissed (specify names):
    - (3)  have had a default entered against them (specify names):
  - c.  The following additional parties may be added (specify names, nature of involvement in case, and date by which they may be served):
4. **Description of case**
  - a. Type of case in  complaint  cross-complaint (Describe, including causes of action):  
 This case arises from the suspension with pay of Kimberly Bryant from her position as CEO of Black Girls Code, Inc. The complaint contains causes of actions for (1) breach of bylaws, (2) breach of fiduciary duty, and (3) breach of charitable trust.

PLAINTIFF/PETITIONER: Kimberly Bryant	CASE NUMBER: 22-CV-005512
DEFENDANT/RESPONDENT: Heather Hiles, Stacy Brown-Philpot, and Sherman Whites	

4. b. Provide a brief statement of the case, including any damages. (If personal injury damages are sought, specify the injury and damages claimed, including medical expenses to date [indicate source and amount], estimated future medical expenses, lost earnings to date, and estimated future lost earnings. If equitable relief is sought, describe the nature of the relief.)  
 Kimberly Bryant brought this action in connection with her suspension with pay from her position as CEO of Black Girls Code, Inc. Bryant seeks at least \$100,000 in monetary damages and an accounting.

(If more space is needed, check this box and attach a page designated as Attachment 4b.)

#### 5. Jury or nonjury trial

The party or parties request  a jury trial  a nonjury trial. (If more than one party, provide the name of each party requesting a jury trial):

Heather Hiles, Stacy Brown-Philpot, and Sherman Whites

#### 6. Trial date

- a.  The trial has been set for (date):
- b.  No trial date has been set. This case will be ready for trial within 12 months of the date of the filing of the complaint (if not, explain):
- c. Dates on which parties or attorneys will not be available for trial (specify dates and explain reasons for unavailability):  
 Undersigned counsel is currently set for trial in another matter from February 6-24, 2023.

#### 7. Estimated length of trial

The party or parties estimate that the trial will take (check one):

- a.  days (specify number): 3
- b.  hours (short causes) (specify):

#### 8. Trial representation (to be answered for each party)

The party or parties will be represented at trial  by the attorney or party listed in the caption  by the following:

- a. Attorney:
- b. Firm:
- c. Address:
- d. Telephone number:
- e. E-mail address:
- f. Fax number:
- g. Party represented:

Additional representation is described in Attachment 8.

#### 9. Preference

This case is entitled to preference (specify code section):

#### 10. Alternative dispute resolution (ADR)

- a. **ADR information package.** Please note that different ADR processes are available in different courts and communities; read the ADR information package provided by the court under rule 3.221 of the California Rules of Court for information about the processes available through the court and community programs in this case.

(1) For parties represented by counsel: Counsel  has  has not provided the ADR information package identified in rule 3.221 to the client and reviewed ADR options with the client.

(2) For self-represented parties: Party  has  has not reviewed the ADR information package identified in rule 3.221.

- b. **Referral to judicial arbitration or civil action mediation** (if available).

(1)  This matter is subject to mandatory judicial arbitration under Code of Civil Procedure section 1141.11 or to civil action mediation under Code of Civil Procedure section 1775.3 because the amount in controversy does not exceed the statutory limit.

(2)  Plaintiff elects to refer this case to judicial arbitration and agrees to limit recovery to the amount specified in Code of Civil Procedure section 1141.11.

(3)  This case is exempt from judicial arbitration under rule 3.811 of the California Rules of Court or from civil action mediation under Code of Civil Procedure section 1775 et seq. (specify exemption):

PLAINTIFF/PETITIONER:	Kimberly Bryant	CASE NUMBER:
DEFENDANT/RESPONDENT:	Heather Hiles, Stacy Brown-Philpot, and Sherman Whites	22-CV-005512

10. c. Indicate the ADR process or processes that the party or parties are willing to participate in, have agreed to participate in, or have already participated in (*check all that apply and provide the specified information*):

The party or parties completing this form are <b>willing to</b> participate in the following ADR processes ( <i>check all that apply</i> ):		If the party or parties completing this form in the case <b>have agreed to</b> participate in or have already completed an ADR process or processes, indicate the status of the processes ( <i>attach a copy of the parties' ADR stipulation</i> ):
(1) Mediation	<input checked="" type="checkbox"/>	<input type="checkbox"/> Mediation session not yet scheduled <input type="checkbox"/> Mediation session scheduled for (date): <input type="checkbox"/> Agreed to complete mediation by (date): <input type="checkbox"/> Mediation completed on (date):
(2) Settlement conference	<input checked="" type="checkbox"/>	<input type="checkbox"/> Settlement conference not yet scheduled <input type="checkbox"/> Settlement conference scheduled for (date): <input type="checkbox"/> Agreed to complete settlement conference by (date): <input type="checkbox"/> Settlement conference completed on (date):
(3) Neutral evaluation	<input type="checkbox"/>	<input type="checkbox"/> Neutral evaluation not yet scheduled <input type="checkbox"/> Neutral evaluation scheduled for (date): <input type="checkbox"/> Agreed to complete neutral evaluation by (date): <input type="checkbox"/> Neutral evaluation completed on (date):
(4) Nonbinding judicial arbitration	<input type="checkbox"/>	<input type="checkbox"/> Judicial arbitration not yet scheduled <input type="checkbox"/> Judicial arbitration scheduled for (date): <input type="checkbox"/> Agreed to complete judicial arbitration by (date): <input type="checkbox"/> Judicial arbitration completed on (date):
(5) Binding private arbitration	<input type="checkbox"/>	<input type="checkbox"/> Private arbitration not yet scheduled <input type="checkbox"/> Private arbitration scheduled for (date): <input type="checkbox"/> Agreed to complete private arbitration by (date): <input type="checkbox"/> Private arbitration completed on (date):
(6) Other (specify):	<input type="checkbox"/>	<input type="checkbox"/> ADR session not yet scheduled <input type="checkbox"/> ADR session scheduled for (date): <input type="checkbox"/> Agreed to complete ADR session by (date): <input type="checkbox"/> ADR completed on (date):

PLAINTIFF/PETITIONER: Kimberly Bryant  
 DEFENDANT/RESPONDENT: Heather Hiles, Stacy Brown-Philpot, and Sherman Whites

CASE NUMBER:  
 22-CV-005512

#### 11. Insurance

- Insurance carrier, if any, for party filing this statement (*name*): ACE Fire Underwriters Insurance Company
- Reservation of rights:  Yes  No
- Coverage issues will significantly affect resolution of this case (*explain*):

#### 12. Jurisdiction

Indicate any matters that may affect the court's jurisdiction or processing of this case and describe the status.

Bankruptcy  Other (*specify*):

Status:

#### 13. Related cases, consolidation, and coordination

- There are companion, underlying, or related cases.
  - Name of case: Bryant v. Black Girls Code, Inc. et al.
  - Name of court: Superior Court of California, County of Alameda
  - Case number: 22-CV-005517
  - Status: Pending

Additional cases are described in Attachment 13a.
- A motion to  consolidate  coordinate will be filed by (*name party*):

#### 14. Bifurcation

The party or parties intend to file a motion for an order bifurcating, severing, or coordinating the following issues or causes of action (*specify moving party, type of motion, and reasons*):

#### 15. Other motions

The party or parties expect to file the following motions before trial (*specify moving party, type of motion, and issues*): Defendants have filed an anti-SLAPP motion, now pending before the Court. Defendants also anticipate filing a demurrer to the complaint.

#### 16. Discovery

- The party or parties have completed all discovery.
- The following discovery will be completed by the date specified (*describe all anticipated discovery*):

Party	Description	Date
-------	-------------	------

- The following discovery issues, including issues regarding the discovery of electronically stored information, are anticipated (*specify*):  
 Discovery is stayed pursuant to the pending anti-SLAPP motions.

PLAINTIFF/PETITIONER: Kimberly Bryant	CASE NUMBER:
DEFENDANT/RESPONDENT: Heather Hiles, Stacy Brown-Philpot, and Sherman Whites	22-CV-005512

**17. Economic litigation**

- a.  This is a limited civil case (i.e., the amount demanded is \$25,000 or less) and the economic litigation procedures in Code of Civil Procedure sections 90-98 will apply to this case.
- b.  This is a limited civil case and a motion to withdraw the case from the economic litigation procedures or for additional discovery will be filed (*if checked, explain specifically why economic litigation procedures relating to discovery or trial should not apply to this case*):

**18. Other issues**

- The party or parties request that the following additional matters be considered or determined at the case management conference (*specify*):

**19. Meet and confer**

- a.  The party or parties have met and conferred with all parties on all subjects required by rule 3.724 of the California Rules of Court (*if not, explain*):
- b.  After meeting and conferring as required by rule 3.724 of the California Rules of Court, the parties agree on the following (*specify*):  
The parties agree that the two cases pending in the Superior Court of California should be related for discovery purposes, but should not be consolidated for trial.

20. Total number of pages attached (*if any*): 1

I am completely familiar with this case and will be fully prepared to discuss the status of discovery and alternative dispute resolution, as well as other issues raised by this statement, and will possess the authority to enter into stipulations on these issues at the time of the case management conference, including the written authority of the party where required.

Date: October 12, 2022

Joshua Hill

(TYPE OR PRINT NAME)



(SIGNATURE OF PARTY OR ATTORNEY)

(TYPE OR PRINT NAME)



(SIGNATURE OF PARTY OR ATTORNEY)

Additional signatures are attached.

SHORT TITLE: Bryant v. Black Girls Code, Inc. et al.	CASE NUMBER: 22-CV-005512
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**ATTACHMENT (Number): 13a***(This Attachment may be used with any Judicial Council form.)*

Name of Case: Bryant v. Hiles, et al.

Name of Court: United States District Court for the Northern District of California

Case Number: 22-CV-04643

Status: Filed

*(If the item that this Attachment concerns is made under penalty of perjury, all statements in this Attachment are made under penalty of perjury.)*

Page 6 of 6*(Add pages as required)*

## PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF ALAMEDA

At the time of service, I was over 18 years of age and **not a party to this action**. I am employed in the County of San Francisco, State of California. My business address is 535 Mission Street, 24th Floor, San Francisco, CA 94105.

On October 12, 2022, I served true copies of the following document(s) described as:

## CASE MANAGEMENT STATEMENT

on the interested parties in this action as follows:

James Johnson  
JOHNSON TRIAL LAW, LLC  
100 Wilshire Boulevard  
Santa Monica, CA 90401  
Email: james@johnsontrial.com

Melanie Walker  
David Farkas  
DLA PIPER LLP (US)  
2000 Avenue of the Stars, Suite 400  
North Tower  
Los Angeles, CA 90067  
Email: melanie.walker@us.dlapiper.com  
david.farkas@us.dlapiper.com

- BY E-MAIL OR ELECTRONIC TRANSMISSION:** I caused the above-referenced document(s) to be sent in electronic PDF format as an attachment to an email addressed to the person(s) on whom such document(s) is/are to be served at the email address(es) shown above, as last given by that person(s) or as obtained from an internet website(s) relating to such person(s), and I did not receive an email response upon sending such email indicating that such email was not delivered.

**BY NOTICE OF ELECTRONIC FILING:** I electronically filed the document(s) by submitting an electronic version of the document(s) to First Legal through the user interface at [www.firstlegal.com](http://www.firstlegal.com). Participants in the case who have consented will be served through the user interface at [www.FirstLegal.com](http://www.FirstLegal.com). Participants who have not consented will be served by mail or by other means permitted by the court rules.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on October 12, 2022, at New York, New York.

JOSHUA HILL

JOSHUA HILL

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):  
 Melanie Walker (SBN:336994)/David Farkas (SBN:257137)  
 DLA Piper LLP (US)  
 2000 Avenue of the Stars, Suite 400 North Tower  
 Los Angeles, CA 90067-4704

FOR COURT USE ONLY

TELEPHONE NO.: 310.500.3412 FAX NO. (Optional): 310.595.3312  
 E-MAIL ADDRESS: melanie.walker@us.dlapiper.com/david.farkas@us.dlapiper.com  
 ATTORNEY FOR (Name): Black Girls Code, Inc.

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA**

STREET ADDRESS: 24405 Amador Street  
 MAILING ADDRESS: (same)  
 CITY AND ZIP CODE: Hayward, CA 94544  
 BRANCH NAME: Hayward Hall of Justice

PLAINTIFF/PETITIONER: Kimberly Bryant  
 DEFENDANT/RESPONDENT: Black Girls Code, Inc. et al.

**ELECTRONICALLY FILED**  
 Superior Court of California,  
 County of Alameda  
**10/12/2022 at 10:21:59 AM**  
 By: Anita Dhir,  
 Deputy Clerk

<b>CASE MANAGEMENT STATEMENT</b>		CASE NUMBER:
(Check one): <input checked="" type="checkbox"/> UNLIMITED CASE (Amount demanded exceeds \$25,000)	<input type="checkbox"/> LIMITED CASE (Amount demanded is \$25,000 or less)	22-CV-005512

A CASE MANAGEMENT CONFERENCE is scheduled as follows:

Date: October 26, 2022 Time: 3:00PM Dept.: 514 Div.: Room:

Address of court (if different from the address above):

Notice of Intent to Appear by Telephone, by (name): Melanie Walker and David Farkas

**INSTRUCTIONS:** All applicable boxes must be checked, and the specified information must be provided.

1. **Party or parties (answer one):**
  - a.  This statement is submitted by party (name): Black Girls Code, Inc.
  - b.  This statement is submitted jointly by parties (names):
2. **Complaint and cross-complaint (to be answered by plaintiffs and cross-complainants only)**
  - a. The complaint was filed on (date): January 12, 2022
  - b.  The cross-complaint, if any, was filed on (date):
3. **Service (to be answered by plaintiffs and cross-complainants only)**
  - a.  All parties named in the complaint and cross-complaint have been served, have appeared, or have been dismissed.
  - b.  The following parties named in the complaint or cross-complaint
    - (1)  have not been served (specify names and explain why not):
    - (2)  have been served but have not appeared and have not been dismissed (specify names):
    - (3)  have had a default entered against them (specify names):
  - c.  The following additional parties may be added (specify names, nature of involvement in case, and date by which they may be served):
4. **Description of case**
  - a. Type of case in  complaint  cross-complaint (Describe, including causes of action):  
 This case arises from the suspension with pay of Kimberly Bryant from her position as CEO of Black Girls Code, Inc. ("BGC").  
 The complaint contains causes of actions for (1) breach of fiduciary duty, (2) breach of charitable trust, and (3) negligence.

PLAINTIFF/PETITIONER: Kimberly Bryant DEFENDANT/RESPONDENT: Black Girls Code, Inc. et al.	CASE NUMBER: 22-CV-005512
--	------------------------------

4. b. Provide a brief statement of the case, including any damages. (If personal injury damages are sought, specify the injury and damages claimed, including medical expenses to date [indicate source and amount], estimated future medical expenses, lost earnings to date, and estimated future lost earnings. If equitable relief is sought, describe the nature of the relief.)  
 Kimberly Bryant brought this action in connection with her suspension with pay from her position as CEO of BGC. Bryant seeks (1) at least \$100,000 in monetary damages, (2) an accounting of Black Girls Code, Inc. from January 2020 until the present, and (3) injunctive relief removing Heather Hiles, Sherman Whites, and Stacy Brown-Philpot from their position on BGC's board of directors.

(If more space is needed, check this box and attach a page designated as Attachment 4b.)

5. **Jury or nonjury trial**

The party or parties request  a jury trial  a nonjury trial. (If more than one party, provide the name of each party requesting a jury trial):  
 Black Girls Code, Inc.

6. **Trial date**

- a.  The trial has been set for (date): \_\_\_\_\_
- b.  No trial date has been set. This case will be ready for trial within 12 months of the date of the filing of the complaint (if not, explain): \_\_\_\_\_
- c. Dates on which parties or attorneys will not be available for trial (specify dates and explain reasons for unavailability): \_\_\_\_\_

7. **Estimated length of trial**

The party or parties estimate that the trial will take (check one):

- a.  days (specify number): 3
- b.  hours (short causes) (specify): \_\_\_\_\_

8. **Trial representation (to be answered for each party)**

The party or parties will be represented at trial  by the attorney or party listed in the caption  by the following:

- a. Attorney: \_\_\_\_\_
- b. Firm: \_\_\_\_\_
- c. Address: \_\_\_\_\_
- d. Telephone number: \_\_\_\_\_
- e. E-mail address: \_\_\_\_\_
- f. Fax number: \_\_\_\_\_
- g. Party represented: \_\_\_\_\_

Additional representation is described in Attachment 8.

9. **Preference**

This case is entitled to preference (specify code section): \_\_\_\_\_

10. **Alternative dispute resolution (ADR)**

- a. **ADR information package.** Please note that different ADR processes are available in different courts and communities; read the ADR information package provided by the court under rule 3.221 of the California Rules of Court for information about the processes available through the court and community programs in this case.

(1) For parties represented by counsel: Counsel  has  has not provided the ADR information package identified in rule 3.221 to the client and reviewed ADR options with the client.

(2) For self-represented parties: Party  has  has not reviewed the ADR information package identified in rule 3.221.

- b. **Referral to judicial arbitration or civil action mediation (if available).**

(1)  This matter is subject to mandatory judicial arbitration under Code of Civil Procedure section 1141.11 or to civil action mediation under Code of Civil Procedure section 1775.3 because the amount in controversy does not exceed the statutory limit.

(2)  Plaintiff elects to refer this case to judicial arbitration and agrees to limit recovery to the amount specified in Code of Civil Procedure section 1141.11.

(3)  This case is exempt from judicial arbitration under rule 3.811 of the California Rules of Court or from civil action mediation under Code of Civil Procedure section 1775 et seq. (specify exemption): \_\_\_\_\_

PLAINTIFF/PETITIONER: Kimberly Bryant	CASE NUMBER: 22-CV-005512
DEFENDANT/RESPONDENT: Black Girls Code, Inc. et al.	

10. c. Indicate the ADR process or processes that the party or parties are willing to participate in, have agreed to participate in, or have already participated in (*check all that apply and provide the specified information*):

	The party or parties completing this form are <b>willing to</b> participate in the following ADR processes ( <i>check all that apply</i> ):	If the party or parties completing this form in the case <b>have agreed to</b> participate in or have already completed an ADR process or processes, indicate the status of the processes ( <i>attach a copy of the parties' ADR stipulation</i> ):
(1) Mediation	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> Mediation session not yet scheduled <input type="checkbox"/> Mediation session scheduled for (date): <input type="checkbox"/> Agreed to complete mediation by (date): <input type="checkbox"/> Mediation completed on (date):
(2) Settlement conference	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> Settlement conference not yet scheduled <input type="checkbox"/> Settlement conference scheduled for (date): <input type="checkbox"/> Agreed to complete settlement conference by (date): <input type="checkbox"/> Settlement conference completed on (date):
(3) Neutral evaluation	<input type="checkbox"/>	<input type="checkbox"/> Neutral evaluation not yet scheduled <input type="checkbox"/> Neutral evaluation scheduled for (date): <input type="checkbox"/> Agreed to complete neutral evaluation by (date): <input type="checkbox"/> Neutral evaluation completed on (date):
(4) Nonbinding judicial arbitration	<input type="checkbox"/>	<input type="checkbox"/> Judicial arbitration not yet scheduled <input type="checkbox"/> Judicial arbitration scheduled for (date): <input type="checkbox"/> Agreed to complete judicial arbitration by (date): <input type="checkbox"/> Judicial arbitration completed on (date):
(5) Binding private arbitration	<input type="checkbox"/>	<input type="checkbox"/> Private arbitration not yet scheduled <input type="checkbox"/> Private arbitration scheduled for (date): <input type="checkbox"/> Agreed to complete private arbitration by (date): <input type="checkbox"/> Private arbitration completed on (date):
(6) Other ( <i>specify</i> ):	<input type="checkbox"/>	<input type="checkbox"/> ADR session not yet scheduled <input type="checkbox"/> ADR session scheduled for (date): <input type="checkbox"/> Agreed to complete ADR session by (date): <input type="checkbox"/> ADR completed on (date):

PLAINTIFF/PETITIONER: Kimberly Bryant DEFENDANT/RESPONDENT: Black Girls Code, Inc. et al.	CASE NUMBER: 22-CV-005512
--	------------------------------

**11. Insurance**

- Insurance carrier, if any, for party filing this statement (*name*): Chubb Limited
- Reservation of rights:  Yes  No
- Coverage issues will significantly affect resolution of this case (*explain*):

**12. Jurisdiction**

Indicate any matters that may affect the court's jurisdiction or processing of this case and describe the status.

Bankruptcy  Other (*specify*):

Status:

**13. Related cases, consolidation, and coordination**

- There are companion, underlying, or related cases.
  - Name of case: Bryant v. Black Girls Code, Inc. et al.
  - Name of court: Superior Court of California, County of Alameda
  - Case number: 22-CV-005517
  - Status: Pending

Additional cases are described in Attachment 13a.
- A motion to  consolidate  coordinate will be filed by (*name party*):  
The parties agree to the consolidation of -12 and -17 for pretrial purposes only (i.e., not for trial).

**14. Bifurcation**

- The party or parties intend to file a motion for an order bifurcating, severing, or coordinating the following issues or causes of action (*specify moving party, type of motion, and reasons*):

**15. Other motions**

- The party or parties expect to file the following motions before trial (*specify moving party, type of motion, and issues*):  
Black Girls Code, Inc. will likely file demurrers in both this and the related case.

**16. Discovery**

- The party or parties have completed all discovery.
- The following discovery will be completed by the date specified (*describe all anticipated discovery*):

<u>Party</u>	<u>Description</u>	<u>Date</u>
--------------	--------------------	-------------

- The following discovery issues, including issues regarding the discovery of electronically stored information, are anticipated (*specify*):  
All discovery has been stayed as a result of the already filed anti-SLAPP motion in this action.

PLAINTIFF/PETITIONER: Kimberly Bryant  
 DEFENDANT/RESPONDENT: Black Girls Code, Inc. et al.

CASE NUMBER:  
 22-CV-005512

#### 17. Economic litigation

- a.  This is a limited civil case (i.e., the amount demanded is \$25,000 or less) and the economic litigation procedures in Code of Civil Procedure sections 90-98 will apply to this case.
- b.  This is a limited civil case and a motion to withdraw the case from the economic litigation procedures or for additional discovery will be filed (*if checked, explain specifically why economic litigation procedures relating to discovery or trial should not apply to this case*):

#### 18. Other issues

- The party or parties request that the following additional matters be considered or determined at the case management conference (*specify*):  
 Pursuant to the Court's July 29, 2022 Order re: Case Management Conference, BGC informs the Court that Plaintiff has voluntarily dismissed Case 22CV011640. BGC does not oppose consolidation of Cases 22CV005512 and 22CV005517 for pretrial and discovery purposes only; for the sake of clarity, BGC opposes consolidation of these two cases for trial.

#### 19. Meet and confer

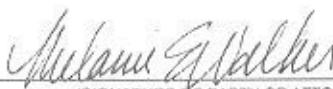
- a.  The party or parties have met and conferred with all parties on all subjects required by rule 3.724 of the California Rules of Court (*if not, explain*):
- b.  After meeting and conferring as required by rule 3.724 of the California Rules of Court, the parties agree on the following (*specify*):

20. Total number of pages attached (*if any*): \_\_\_\_\_

I am completely familiar with this case and will be fully prepared to discuss the status of discovery and alternative dispute resolution, as well as other issues raised by this statement, and will possess the authority to enter into stipulations on these issues at the time of the case management conference, including the written authority of the party where required.

Date: October 12, 2022

Melanie Walker  
 \_\_\_\_\_  
 (TYPE OR PRINT NAME)

►   
 \_\_\_\_\_  
 (SIGNATURE OF PARTY OR ATTORNEY)

David Farkas  
 \_\_\_\_\_  
 (TYPE OR PRINT NAME)

►   
 \_\_\_\_\_  
 (SIGNATURE OF PARTY OR ATTORNEY)

Additional signatures are attached.

1    PROOF OF SERVICE

2    I, the undersigned, declare:

3    I am employed in the County of Los Angeles, State of California. I am over the age of 18  
4    and not a party to the within action; my business address is: DLA Piper LLP (US), 2000 Avenue of  
5    the Stars Suite 400N Los Angeles, CA 90067. On **October 12, 2022**, I served the foregoing  
6    document(s) described as:

7    **CASE MANAGEMENT STATEMENT**

8    on the interested party(ies) listed below in this action by placing a true copy thereof as follows:

- 9     **(BY E-MAIL)** I transmitted the document listed above via e-mail to the person(s) at the email  
10    address(es) set forth below.
- 11     **(BY ELECTRONIC SERVICE)** I electronically filed the aforementioned document(s) with  
12    the clerk of this court, through a court-approved E-File Service Provider (EFSP). The EFSP  
13    will send email notification of the e-filing to the party(ies) and their counsel of record at the  
14    email address(es) identified below.
- 15     **(BY U.S. MAIL)** The envelope was mailed with postage thereon fully prepaid addressed to the  
16    person(s) listed below. I am "readily familiar" with the firm's practice of collection and  
17    processing correspondence for mailing. Under that practice it would be deposited with U.S.  
18    postal service on that same day with postage thereon fully prepaid in the ordinary course of  
19    business. I am aware that on motion of the party served, service is presumed invalid if postal  
20    cancellation date or postage meter date is more than one day after date of deposit for mailing  
21    in affidavit.
- 22     **(BY OVERNIGHT MAIL)** I am readily familiar with the firm's practice of collection and  
23    processing correspondence for mailing with an overnight courier service addressed to the  
24    person(s) listed below. Under that practice it would be deposited with said overnight courier  
25    service on that same day with delivery charges thereon billed to sender's account in the ordinary  
26    course of business. The envelope was sealed and placed for collection and mailing on that date  
27    following ordinary business practices.
- 28     **(BY HAND DELIVERY)** I delivered the within documents to [ATTORNEY SERVICE] for  
29    delivery to the above address(es) with instructions that such envelope be delivered personally,  
30    on [DATE] to the below named individual(s).

31    JAMES M. JOHNSON  
32    *james@johnsontrial.com*  
33    JOHNSON TRIAL LAW, LLC  
34    100 Wilshire Boulevard, Suite 700  
35    Santa Monica, CA 90401  
36    Tel: 424.272.6680

37    Joshua Hill  
38    *jhill@paulweiss.com*  
39    PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP  
40    535 Mission Street, 24th Floor  
41    San Francisco, CA 94015  
42    Tel: 628.432.5100

1 I declare under penalty of perjury under the laws of the State of California that the above is  
2 true and correct. Executed on October 12, 2022, at Los Angeles, California.  
3

4 Sona Sarkisyan

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