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ELIZABETH PARKER, OPHELIA BASGAL, and
DR. KAREN MAY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

DR. VIJI NAKKA-CAMMAUF, *et al.*,

Plaintiffs,

v.

DR. ELIZABETH HILLMAN, *et al.*,

Defendants,

-and-

MILLS COLLEGE, a California nonprofit
public benefit corporation,

Nominal Defendant.

Case No. RG21101875

CROSS-COMPLAINT FOR:

- (1) TORTIOUS INTERFERENCE WITH CONTRACT**
- (2) TORTIOUS INTERFERENCE WITH CONTRACT**
- (3) DECLARATORY RELIEF**
- (4) BREACH OF CONTRACT**
- (5) BREACH OF FIDUCIARY DUTY**

Hon. Stephen M. Pulido
Dept.: 517

Complaint filed: June 7, 2021

1 MILLS COLLEGE, a California nonprofit
2 public benefit corporation, DR.
3 ELIZABETH HILLMAN, an individual,
4 KATIE SANBORN, an individual,
5 MARIA CAMMARATA, an individual,
6 RENEE JADUSHLEVER, an individual,
7 ERIC ROBERTS, an individual, DR.
8 MARILYN SCHUSTER, an individual,
9 ELIZABETH PARKER, an individual,
10 OPHELIA BASGAL, an individual, DR.
11 KAREN MAY, an individual,

12 Cross-Complainants,

13 v.

14 ALUMNAE ASSOCIATION OF MILLS
15 COLLEGE, a California nonprofit public
16 benefit corporation, DR. VIJI NAKKA-
17 CAMMAUF, an individual and trustee,
18 TARA SINGH, an individual, and DOES 1
19 through 20, inclusive,

20 Cross-Defendants.

1 **CROSS-COMPLAINT**

2 Defendants and Cross-Complainants Mills College (“Mills” or the “College”), Dr.
3 Elizabeth Hillman, Kathleen Sanborn, Maria Cammarata, Renee Jadushlever, Eric Roberts, Dr.
4 Marilyn Schuster, Elizabeth Parker, Ophelia Basgal, and Dr. Karen May (collectively, “Cross-
5 Complainants”) hereby allege as follows:

6 **NATURE OF ACTION**

7 1. Mills College brings this cross-complaint with a heavy heart.

8 2. The College treasures its more than 26,000 alumnae. No one should question that.
9 Alumnae on both sides of this lawsuit love the College. No one should question that.

10 3. The College is at a crossroad. As to the path forward, certain vocal alumnae would
11 prefer that the College remain just as they remember it from their days as students. But the reality
12 is that the College is already no longer that place. The College has been, since 2017, in a state of
13 Board-declared financial emergency, and it must evolve in order to survive.

14 4. Consistently declining enrollment, an issue for many small liberal arts colleges
15 across the nation, has been and remains an enormous challenge. As a result, for many years the
16 College has suffered with a structural deficit in its financial operations—it costs millions more
17 dollars per year to operate the College and maintain the campus than the College has in annual
18 revenue. Attempting to address this deficit, the College has taken many painful measures, including
19 faculty, staff and program cuts, as well as salary and benefit freezes. The College has also made
20 numerous efforts to enhance existing revenue and obtain new sources of revenue. Unfortunately,
21 these measures have not put the College on a financially sustainable path. The additional financial
22 pressure of the COVID-19 pandemic now has the College on the brink of collapse.

23 5. But there is a path forward—a proposed alliance with Northeastern University
24 (“Northeastern”). That alliance would:

25 (a) provide immediate financial support to current faculty, staff, and students, and prevent the
26 College from going under;

27 (b) allow current students to obtain degrees from Mills or Northeastern, and keep their current
28 financial aid packages;

- 1 (c) enable the College to provide promised pay raises and benefits to faculty and staff whose
2 compensation has been frozen for over a decade;
- 3 (d) support the launch of a Mills Institute as a hub for research and advocacy to advance
4 women's leadership, educational access, social justice, and other causes embedded in the
5 Mills mission and legacy;
- 6 (e) allow Mills alumnae to continue to participate in Mills College reunions and maintain
7 access to the College's Reinhardt Alumnae House on the Mills campus; and
- 8 (f) preserve the College's place as a vibrant and important economic and cultural engine in the
9 broader Oakland community.

10 6. It is the Trustees of the College who have chosen to pursue this alliance with
11 Northeastern. It is the Trustees who have the responsibility to make these decisions for the College.
12 These Trustees come from a variety of professional and personal backgrounds. A majority are
13 alumnae of the College (15 out of 23).¹ Many have extensive experience in academia. Others have
14 extensive experience in business, finance, and accounting. All, with the exception of President
15 Hillman, are volunteers serving without compensation. Exercising their own independent judgment
16 as to the College's best interest, and the best interest of College's many constituencies and the
17 broader Oakland community, these Trustees overwhelming support this proposed alliance with
18 Northeastern.

19 7. The College has, for decades, benefitted from its collaboration with the Alumnae
20 Association of Mills College ("AAMC"), which has, in the past, represented the many views and
21 interests of the College's 26,000+ diverse alumnae. Sadly, as the College charts a new path in order
22 to survive a years-long financial crisis, certain members of the AAMC have turned the alumnae
23 organization against the College and the individuals entrusted to govern it. The AAMC seeks to
24 displace the judgment of the Board of Trustees (the "Board") regarding the future of the College,
25 and to do so through tactics beneath the standards of conduct one would expect from Mills alumnae.
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27

28 ¹ There are nine additional non-voting trustees who are also Board members, and four of them
are alumnae.

- 1 8. In its misguided efforts to obstruct Mills’ governing body, the AAMC has:
- 2 (a) pressured two members of the AAMC Board of Governors (the “AAMC-BOG”)—who are
- 3 also Trustees of the College—into joining this suit against the College, its officers, and their
- 4 fellow Trustees. These two AAMC-BOG members have since withdrawn as plaintiffs and
- 5 signed an open letter to the College’s alumnae condemning the AAMC’s suit;
- 6 (b) sued the College, individual Trustees, and individual officers of the College for money
- 7 damages, including punitive damages and civil contempt;
- 8 (c) pressured AAMC-designated Board members to violate their duties of confidentiality to the
- 9 College, including by having them reveal confidential information regarding the College’s
- 10 efforts to negotiate a path forward with other institutions—negotiations subject to non-
- 11 disclosure agreements between the College and those institutions;
- 12 (d) pressured AAMC-designated Board members to resign from the AAMC-BOG, and thereby
- 13 resign as Trustees of the College, for not supporting the lawsuit against the College and
- 14 their fellow Trustees; and
- 15 (e) publicly disclosed confidential information and communications of the College, obtained
- 16 through a Trustee of the College in breach of her written commitment and fiduciary duty to
- 17 the College.

18 9. Moreover, the AAMC has engaged in this conduct—which has damaged the

19 College—claiming to act for all the Mills alumnae. Not so. Indeed, while this suit has been filed

20 in the name of the AAMC, those behind this suit have run roughshod over the AAMC’s own

21 corporate bylaws, squelching any dissenting views along the way. Having failed to follow the

22 AAMC’s corporate process, the AAMC lacks the authorization to join this suit as a plaintiff.

23 10. For these reasons, the College and the individual Cross-Complainants—who have

24 been targeted by the AAMC’s bullying tactics, as well as by coordinated mail, e-mail, and social

25 media attacks—feel compelled to respond. The Cross-Complainants feel compelled to stand up for

26 themselves and, more importantly, for the future, and very survival, of the College.

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28

GENERAL ALLEGATIONS

The Parties

11. Founded in 1852, Cross-Complainant Mills College is a nationally renowned liberal arts college for women and gender nonbinary students, with graduate programs for all genders, located in Oakland, California. Mills is a nonprofit public benefit corporation organized under the laws of the State of California, with its principal place of business in the County of Alameda. Mills prides itself on enrolling a diverse student-body—with a special commitment to first-generation college students, LGBTQ+ students, and students of color—and fosters a lifelong commitment to social justice. Mills is governed by a Board of Trustees that currently has 23 voting members, including two trustees emeriti, three alumnae trustees, two recent graduate trustees, the College president, and the president of the AAMC. The Board also has nine non-voting honorary trustees.

12. Cross-Complainant Dr. Elizabeth Hillman has been the President of Mills College since 2016. Before her tenure at Mills, President Hillman served as the Provost and Academic Dean at the University of California, Hastings College of the Law. President Hillman, who is also a veteran of the United States Air Force, taught history and law at the United States Air Force Academy, Yale University, Rutgers University, and the University of California Hastings College of the Law.

13. Cross-Complainant Eric Roberts is serving on the Board for a second time and brings decades of financial and higher education expertise to the Board. During his career, Mr. Roberts served as the head of Deloitte's Northern California Litigation Support and Bankruptcy Practice and as Director of Forensic Accounting Services at Morrison & Foerster LLP. Mr. Roberts is currently on the Board's Executive Committee and Audit and Enterprise Risk Committee, and is the Chair of the Board's Resources and Sustainability Committee.

14. Cross-Complainant Dr. Marilyn Schuster is an alumna of the College, and has an extensive background in higher education. Prior to joining the Board, Dr. Schuster served on the faculty of Smith College for 44 years. Dr. Schuster served in several administrative roles at Smith College during that time, including Provost and Dean of the Faculty from 2009 to 2014. Since graduating from Mills, Dr. Schuster has remained very committed to serving the College. From

1 1990 to 1995, Dr. Schuster served as a Class Agent—promoting giving and participation in alumnae
2 activities among her class. She also spoke at the College’s first convocation after the 1990 strike.
3 She has served on the Board since 2015 and has served on eight committees within the Board. By
4 virtue of her status as an alumna, Dr. Schuster is a member of the AAMC pursuant to the AAMC
5 Bylaws.

6 15. Cross-Complainant Kathleen Sanborn is also a Mills alumna, and has been on the
7 Board since 2013. Ms. Sanborn has been Board Chair since 2016 and serves as an *ex officio*
8 member of all Board committees. Ms. Sanborn also served on the AAMC-BOG in 1994. As a part
9 of her involvement with the AAMC, she chaired the Charming Cottages Tour from 2010 to 2014.
10 By virtue of her status as an alumna, Ms. Sanborn is a member of the AAMC pursuant to the AAMC
11 Bylaws.

12 16. Cross-Complainant Maria Cammarata currently serves as the College’s Vice
13 President for Finance and Administration & Treasurer. Her responsibilities include key operating
14 functions such as overseeing the College’s Finance, Information Technology, Risk Management,
15 and Human Resources departments. Ms. Cammarata also supports the Board’s Audit and
16 Enterprise Risk and Resources and Sustainability committees. Her professional experience in
17 finance spans the higher education, corporate, financial services, healthcare, and municipal
18 government sectors.

19 17. Cross-Complainant Renee Jadushlever currently serves as the College’s Vice
20 President for Strategic Communications and Operations, and she has served the College in various
21 capacities since 1991. Ms. Jadushlever’s professional experience includes managing government
22 relations, external relations, strategic partnerships, marketing, communications, media relations,
23 operations, facilities and construction/capital projects, housing and dining services, and auxiliaries.

24 18. Cross-Complainant Elizabeth Parker has served on the Board since 2012, and she is
25 also a Mills alumna and has served as Vice Chair of the Board since 2018. By virtue of her status
26 as an alumna, Ms. Parker is a member of the AAMC pursuant to the AAMC Bylaws.

27 19. Cross-Complainant Ophelia Basgal has served on the Board since 2017, and she has
28 served on five other nonprofit boards in her career.

1 20. Cross-Complainant Dr. Karen May is an alumna of Mills and has been on the Board
2 since 2013. Dr. May is an organization psychologist, and she served as Vice Chair of the Board
3 from 2014 to 2018. Dr. May also formerly served as President of the AAMC. By virtue of her
4 status as an alumna, Dr. May is a member of the AAMC pursuant to the AAMC Bylaws.

5 21. Cross-Defendant AAMC is a nonprofit public benefit corporation, organized under
6 the laws of the State of California, doing business in Alameda County. The AAMC was established
7 in 1879, and has approximately 26,000 Mills alumnae as members.

8 22. Cross-Defendant Dr. Viji Nakka-Cammauf is an individual residing in Oakland,
9 California. Dr. Nakka-Cammauf is the current President of the AAMC, and serves as a voting
10 member of the Mills Board by virtue of that position. She has been a Trustee of the College for
11 five years. Dr. Nakka-Cammauf works on a daily basis out of the AAMC's office in Reinhardt
12 Alumnae House on the Mills campus.

13 23. Cross-Defendant Tara Singh is an individual residing in Auckland, New Zealand.
14 Ms. Singh is a member of the AAMC-BOG, and formerly served as an Alumna Trustee on the
15 Mills Board until her term expired on June 30, 2021.

16 24. The true names and capacities of DOES 1-20 are currently unknown to Cross-
17 Complainants. Cross-Complainants will seek leave of court to amend this Cross-Complaint when
18 the true names and capacities have been ascertained. Cross-Complainants are informed and believe
19 and on that basis allege that Cross-Defendants DOES 1-20 were the agents and employees of Cross-
20 Defendants and that each of the fictitiously named Cross-Defendants is liable to Cross-
21 Complainants for some or all of the actions and/or omissions described herein, either independently
22 or jointly and severally as the authorized or ratified agent, servant, employee, principal, partner,
23 co-conspirator, co-venturer, alter-ego or other representative or accomplice of the named Cross-
24 Defendants or their predecessor, acting within the scope and authority of said relationships.
25 Accordingly, whenever reference is made to the named Cross-Defendants in this Cross-Complaint,
26 such reference shall also include the fictitiously named Cross-Defendants.

The College's Long-Standing Financial Challenges

25. The College's financial difficulties are far from a new phenomenon. Since the 1980s, the College has suffered from cash flow issues caused by declining enrollment. Former presidents of the College attempted to remedy these issues, but unfortunately were unsuccessful.

26. Following President Hillman's arrival at the College in 2016, the College undertook aggressive measures in repeated efforts to improve enrollment and preserve the independence of the College, including by:

- (a) continuing to make standardized tests an optional part of the College's admissions;
- (b) developing a new signature undergraduate experience, *M*Power, to help all students access the types of academic and learning experiences that will make them successful, such as a faculty mentoring program;
- (c) introducing new majors and programs;
- (d) starting initiatives to attract diverse and first-generation college students;
- (e) implementing a transfer guarantee and an associate degree transfer program;
- (f) partnering with high schools in the greater Oakland area to strengthen the pipeline of local students in attendance at the College; and
- (g) formalizing agreements with the University of California, Berkeley ("UCB") that allow for the College's students to obtain degrees both from the College and UCB, including a joint engineering program, and other collaborative efforts to increase enrollment.

27. Despite the best efforts of the Board, faculty, staff, and administrators, the College's operating costs continued to exceed its revenue and, facing a budget deficit of several million dollars, the Board declared a financial emergency for the College in May 2017.

28. Since declaring a financial emergency in May 2017, the Board has made continuing efforts to improve the College's financial condition, including by:

- (a) adopting a financial stabilization plan;
- (b) restructuring academic programs, including the elimination of certain degree programs;

- (c) reducing expenses, such as by entering a hiring freeze and laying off tenured professors, continuing to withhold raises for faculty and staff, and pausing contributions to employee-benefit plans;
- (d) monetizing real estate;
- (e) monetizing irreplaceable, singular assets in order to enhance revenue;
- (f) using unrestricted bequests, that would otherwise go towards the College's endowment, for operational purposes;
- (g) pursuing philanthropic support from foundations and individuals;
- (h) implementing new enrollment initiatives; and
- (i) collaborating with a variety of public and private organizations.

29. Among the enrollment initiatives that the Board approved was an undergraduate tuition reset that took effect in 2018, accompanied by a bold marketing plan. The decision to reset tuition by 36% to competitive market levels was made with consideration to the higher education market, and the needs and demographics of the current and prospective students at the College. The structure of this change included changes in financial aid so that net tuition to the College was not impacted.

30. Because of legal restrictions on the use of the College's endowment, the financial emergency further compelled the College to part with several of its most treasured assets in order to service its debts. In 2020 the College sold, among other things, its complete First Folio by Shakespeare and an original Mozart manuscript. Likewise, in March and April 2021, the Board decided to sell certain real property assets in order avoid further financial hardship. The Board has engaged in countless discussions about selling additional valuable assets, including land, that might provide some much-needed short-term relief. But these measures are ultimately only short-term bandages, not long-term solutions offering the College financial sustainability.

31. Although the College's ongoing financial crisis began well before 2020, it was exacerbated by the COVID-19 pandemic. Enrollment at Mills has steadily declined approximately

1 30% since the Board first declared a financial emergency in May 2017, with 50% of this decline
2 occurring since the onset of the COVID-19 pandemic.²

3 32. Unfortunately, the Board's actions following the financial emergency declaration
4 were insufficient to remedy the College's structural deficit.

5 **The College's Plans for a Teach Out**

6 33. On March 4, 2021, due to the mounting financial challenges, the Board determined
7 that the College was suffering from a severe financial crisis that made long-term operations in the
8 current form unsustainable. It was clear to the Board that the College was running out of cash, and
9 quickly.

10 34. Given the severe financial crisis, the Board declared on March 4, 2021 that the
11 College remains in a state of financial emergency and that it expects to begin an orderly teach-out
12 process of all of its academic programs beginning in academic year 2021-2022, with the
13 undergraduate class enrolled for that academic year to be the last first-year class enrolled at the
14 College, and a related wind-down of operations directly related to those academic programs (the
15 "Teach Out").

16 35. While a plan for the Teach Out had not yet been fully developed at the time of the
17 March 4, 2021 meeting, the Board authorized officers of the College, at the direction of President
18 Hillman, to communicate to faculty, staff, students, prospective students, and other stakeholders
19 the nature of the College's situation and the expectation that the College would not continue to be
20 a degree-granting institution. Such communications were made with the interest of the College's
21 current students, first and foremost, in mind. The College needed to be clear with them regarding
22 its prospects and the possibility that many might not be able to obtain their degrees from the
23 College.

26 ² COVID-19 sent economic shockwaves through colleges big and small. But its aftereffects
27 have been especially magnified on a campus of Mills' size, though Mills' financial difficulties are
28 not unique. Just last year, both MacMurray College and Wells College shuttered their doors for
good. In fact, researchers at the University of Pennsylvania's Graduate School of Education
anticipate as many as 20% of the nation's small liberal arts colleges will close due to COVID-19.

1 36. Further at the March 4, 2021 meeting, the Board determined that, in order to sustain
2 the mission of the College beyond its status as a degree-granting institution, a Mills Institute was
3 to be designed to advance the educational legacy and vision of the College, including its embrace
4 of gender and racial justice, academic excellence, and creative, community-engaged teaching and
5 learning. In connection thereto, the Board authorized officers of the College, at the direction of
6 President Hillman, to develop for the Board's consideration a mission, vision, and proposed
7 operating plan for the Mills Institute, and discuss and negotiate with UCB—who had previously
8 discussed the idea of a Mills Institute with representatives from the College—and the University of
9 California System with respect to the proposed plans for the Mills Institute and integration with
10 UCB. No contract between the College and UCB or the University of California System regarding
11 a Mills Institute would be made without further action by the Board.

12 37. On March 17, 2021, pursuant to the authority granted to her by the Board, President
13 Hillman announced in a public letter the College's continuing financial crisis, the Teach Out, and
14 the expected transition to the Mills Institute.

15 38. Following this announcement, President Hillman, College administrators, and the
16 Board met with various constituencies on numerous occasions to ensure transparency throughout
17 the Board's deliberative process on the future of the College. To date, there have been at least 28
18 public interactions or communications concerning the College's financial situation and future.

19 39. College officers actively sought to provide information and gather input from
20 various Mills constituencies during the College's transition by hosting town halls and making
21 periodic public announcements. For example, beginning on or around March 31, 2021, President
22 Hillman hosted a series of office hours that continued throughout the spring and summer, and gave
23 several presentations on the College's budget deficit and financial outlook during town halls with
24 faculty, staff, donors, alumnae, and other stakeholders.

25 **The Northeastern University Alliance**

26 40. Following announcement of the Teach Out, educational institutions provided
27 inbound interest as to potential transactions with the College. In connection with these expressions
28 of interest, and the previously authorized discussions and negotiations with UCB and the University

1 of California System with respect to the proposed plans for the Mills Institute, the Executive
2 Committee formed the Negotiations Subcommittee to direct and advise President Hillman as the
3 College's officers negotiated with potential institutional partners and navigated its transition. The
4 Negotiations Subcommittee was charged by the Executive Committee with examining critical
5 issues, assessing strategies, and considering short- and long-term advantages and risks, as well as
6 the suitability and sustainability of potential partnerships, recognizing the imperative of alignment
7 with the College's mission and core values and financial sustainability. Such a subcommittee is
8 consistent with the way corporations and related organizations generally structure the pursuit of
9 potential partners.

10 41. Over the coming months, representatives of the College and, in some instances,
11 representatives of the Executive Committee met with institutions that had expressed interest in a
12 transaction and continued to engage in discussions with UCB. The Negotiations Subcommittee
13 requested expressions of interest from those institutions that had indicated an interest in a potential
14 transaction with the College—with such expressions of interest to provide information regarding
15 each potential partners' rationale for pursuing an alliance with Mills; how an alliance would
16 advance each institution's short-term and long-term objectives; the potential partner's expectations
17 with respect to Mills students, faculty, and staff; and the availability of funding or financing. In
18 response, the Negotiations Subcommittee received a number of expressions of interest, and engaged
19 in further discussions with certain of those institutions.

20 42. To evaluate these expressions of interest, the Negotiations Subcommittee
21 established an evaluation rubric (the "Rubric"), which was shared with the Executive Committee
22 and the Board, and received feedback and approval from Trustees on the Rubric. The Rubric
23 detailed crucial information such as how each partnership would support Mills' mission, students,
24 campus facilities (i.e., would treasured buildings remain and be restored), and faculty and staff.
25 The Rubric also listed the positive qualities about the potential partner, such as the institution's
26 academic reputation, commitment to social justice, and ability to provide much needed financial
27 assistance.

1 43. In addition to the Rubric and the associated feedback from Trustees, the
2 Negotiations Subcommittee also considered the perspectives provided by relevant stakeholders,
3 including those shared in multiple town hall meetings and those shared with President Hillman and
4 directly with the Board, and received presentations from the AAMC, the “Save Mills College
5 Coalition,” and “UC Mills” regarding their respective proposals. After careful consideration of,
6 among other things, this information, the factors set forth in the Rubric, and discussions with and
7 feedback from the Executive Committee and the Board’s Antiracism Working Group, the
8 Negotiations Subcommittee determined that the expression of interest provided by Northeastern
9 (the “Northeastern Expression of Interest”) provided the most viable path for sustaining the legacy
10 of the College.

11 44. The Negotiations Subcommittee recommended to the Executive Committee and the
12 Board that the College continue discussions with Northeastern to further develop and refine the
13 Northeastern Expression of Interest; develop and enter into a letter of intent, or similar document,
14 with Northeastern to formalize the intention of the parties to pursue a combination of the College
15 with Northeastern consistent with the Northeastern Expression of Interest; and cause to be prepared
16 definitive transaction documents for further consideration by the Board consistent with the
17 foregoing. The Executive Committee endorsed and adopted this recommendation.

18 45. At its meeting on June 10, 2021, the Board reviewed and discussed the Northeastern
19 Expression of Interest, and discussed other proposed paths for the College, including expressions
20 of interest from other institutions and the proposals from the “Save Mills College Coalition” and
21 “UC Mills.” Further, between the Board’s meetings on June 10 and June 17, 2021, the Board
22 scheduled “study sessions” for members of the Board to further discuss the Northeastern
23 Expression of Interest and considerations relevant to proposals received by the College, and the
24 Board reviewed a draft operating budget provided by the College administration for academic year
25 2021-2022 that showed significant and increasing operating deficits.

26 46. Following these considerations, on June 17, 2021, the Board authorized, by an
27 overwhelming vote, the officers of the College, at the direction of President Hillman, to continue
28 discussions with Northeastern consistent with the Negotiations Subcommittee’s recommendation.

1 No letter of intent or term sheet could be entered into between the College and Northeastern without
2 approval of the Executive Committee, and no definitive transaction documents would be entered
3 into without approval of the Board. Further, the Board voted to ratify all prior actions of the College
4 in connection with the resolution.

5 47. In particular, the Board was encouraged by Northeastern's understanding of the
6 College's unique history with respect to its values. Since its founding in 1852, the College has
7 been a transformative and groundbreaking community committed to women's leadership that
8 provides access to higher education for students not always valued elsewhere. The College also
9 has a strong history in advancing equity amongst female, gender non-binary, and transgender
10 students. The Board recognized that Northeastern seeks to realize a future in line with these aspects
11 of the College.

12 48. In addition, the alliance would allow the College to cover its operating expenses and
13 substantial cash deficit through financial support from Northeastern, honor its scholarship and
14 financial aid commitments, provide continued access to the campus and Reinhardt Alumnae House,
15 offer continued employment opportunities for the Mills community, and provide current Mills
16 students an opportunity to complete their degrees, among many other positive developments.
17 Furthermore, it would allow the College to reinstate employer-retirement matching to its employees
18 and provide its first cost-of-living raises in more than a *decade*. These actions will not be possible
19 without a partnership with Northeastern (or another institution). The Board is confident that it is
20 in the College's best interest to move forward with Northeastern.

21 **The Trustees Have Been, and Continue to Be, Fully Informed**

22 49. Throughout the entire process described above, the Board has worked, and continues
23 to work, diligently in its efforts to act in the best interest of the College. The Board has continually
24 been apprised of the state of the College's financial affairs such that all decisions have been fully
25 informed.

26 50. It is a clear policy of the Board that all Trustees have the right and opportunity to
27 attend not only meetings of the Board, but the meetings of any committee—with the exception of
28 the Executive Committee—and to ask questions while in attendance. Since the onset of the

1 COVID-19 pandemic, all Board meetings, including the Resources and Sustainability Committee
2 meetings,³ have been held virtually to ensure access to the meetings and information to all Board
3 members.

4 51. It is also a policy that all necessary Board materials are provided to Trustees in
5 advance of meetings. This includes a consent agenda—which outlines the various topics to be
6 discussed and the motions to be considered at the upcoming meeting. At the end of a meeting, the
7 Board votes on the motions contained in the agenda as a package. It is Board policy that any
8 Trustee can, at any time, have any item on the consent agenda removed for an independent vote.

9 52. These materials, including materials for the Board's committees, are posted on the
10 Board's intranet page and made available to all Trustees—regardless of whether or not they sit on
11 a particular committee. The sole exception to this policy is Executive Committee materials, but
12 minutes of the Executive Committee meetings are made available on the Board's intranet page. Dr.
13 Nakka-Cammauf has been on the Board for five years, with access to the Board's intranet that
14 whole time.

15 53. Even as the College's dire financial condition worsened in 2020 and 2021, Dr.
16 Nakka-Cammauf did not attend any meeting of the Resources and Sustainability Committee. In
17 her five years on the Board, before her request sent *after* the Board meeting on June 17, 2021, Dr.
18 Nakka-Cammauf never made any request for information that was unmet by the College. Neither
19 had Ms. Singh. Furthermore, at no time prior to this lawsuit during her five-year tenure on the
20 Board—during which the Board has had to make the numerous difficult decisions described
21 herein—did Dr. Nakka-Cammauf raise any concerns regarding insufficient information about the
22 College's finances.

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26 ³ The Resources and Sustainability Committee assesses and monitors the College's fiscal
27 stability and long-term economic health, including net enrollment revenues; invested assets,
28 including endowment, planned giving, and employee retirement plans; and campus and physical
assets and technologies. The Finance Committee oversaw the College's finances and budgeting
until July 1, 2019, when these responsibilities were transferred to the Resources and Sustainability
Committee in connection with a restructuring of the Board's committees.

1 54. None of the other Trustees—including two alumna Trustees serving on the AAMC-
2 BOG—has made any request for records or information that was unmet by the College. None has
3 questioned that they have ample information in their decision-making process.

4 **The Board Governs the College**

5 55. California’s Corporate Code and Mills’ Bylaws vest the Board with the necessary
6 and appropriate power to govern the College. That power includes the ability to determine the
7 future of the College, including pursuing potential partnerships that will place the College back on
8 firm financial footing. *See* Cal. Corp. Code § 5210 (“[T]he activities and affairs of a [nonprofit]
9 corporation shall be conducted and all corporate powers shall be exercised by or under the direction
10 of the board.”); *see also* Bylaws of Mills College (“College Bylaws”), III.3.1, Exhibit 1 hereto,
11 (“The College shall be governed by a board of directors . . . by whom all powers of the College
12 shall be exercised and under whose authority the business and affairs of the College shall be
13 controlled.”).

14 56. These Trustees come from a variety of professional and personal backgrounds. A
15 majority are alumnae of the College (15 out of 23). Many have extensive experience in academia.
16 Others have extensive experience in business, finance, and accounting. None, other than Dr.
17 Nakka-Cammauf, has expressed concern that they have not received sufficient information to make
18 a decision regarding the proposed Northeastern alliance.

19 57. Several of the Trustees who have submitted declarations in support of the
20 Northeastern alliance in this action have decades of experience dealing with higher education’s
21 most challenging issues. President Hillman currently serves on the executive committee of the
22 Association of Independent California Colleges and Universities, Mr. Roberts formerly led
23 Deloitte’s Higher Education Practice, Ms. Flanigan served as Senior Counsel of Kamehameha
24 Schools Bishop Estate (a private school system in Hawaii), Ms. Sanborn has served on the AAMC-
25 BOG and led one of the AAMC’s most successful fundraising efforts, and Dr. Schuster was Provost
26 of Smith College for five years as it navigated a significant financial crisis. Similarly, Ms. May
27 formerly served as President of the AAMC. Collectively, these individuals, together with their
28 fellow Trustees, have the requisite knowledge and expertise to help the College navigate its current

1 financial challenges. Notably, all these Trustees have signed declarations stating that they have the
2 necessary information to make informed decisions regarding the College's future contrary to
3 Plaintiffs and Cross-Defendants' allegations.

4 **The Trustees' Duties Are to the College**

5 58. The Board of Trustees is the governing body of the College. *See* Cal. Corp. Code §
6 5210. Accordingly, members of the Board of Trustees, including members designated by the
7 AAMC, owe their fiduciary duties to the College. The confidential information each Trustee
8 receives in order to make informed decisions for the College's well-being are intended for that sole
9 purpose. Trustees cannot share confidential Board information and materials with unauthorized
10 third parties, including the AAMC.

11 59. Pursuant to the College's Bylaws, the AAMC can designate four alumnae-trustee
12 members, including the AAMC President. However, these individuals sit on the Board of Trustees
13 of *Mills* and must exercise their fiduciary duties to *Mills*. As fiduciaries to the College, Trustees
14 must set aside their own, personal interests for the best interest of the College—even if that requires
15 pursuing difficult courses of action—to ensure the success of the College.

16 **The College's Dealings with the Cross-Defendants**

17 60. Despite Cross-Complainants' best efforts to be accommodative during these months
18 of change, Cross-Defendants and their counsel have, even before formally initiating this litigation,
19 been less than forthcoming in order to conceal the true purpose of their lawsuit and obstruct the
20 much-needed partnership with Northeastern.

21 61. On April 16, 2021, Lisa C. McCurdy of Greenberg Traurig, LLP, counsel for Cross-
22 Defendants, sent a letter to President Hillman and Ms. Sanborn regarding, among other things, the
23 Board's March 4, 2021 meeting and requesting a meeting between the AAMC and the Board. *See*
24 Exhibit 2 hereto. On its face, the letter was sent on behalf of the AAMC. No request was made in
25 the letter by any of the Trustee-Plaintiffs in this case in their capacity as Trustees of the College.
26 Indeed, there is no mention of any of the Trustee-Plaintiffs in the letter.

27 62. In response to Greenberg Traurig's letter on behalf of the AAMC, N. Thomas
28 Connally of Hogan Lovells US LLP, counsel for Cross-Complainants, responded on April 28 to

1 offer a meeting between representatives of the Board and representatives of the AAMC, as the
2 AAMC had requested. As to questions regarding the operation of the Board, the response stated
3 that “those are matters for the Trustees, not the AAMC.” Exhibit 3 hereto.

4 63. On April 29, 2021, Mr. Connally e-mailed Ms. McCurdy to propose a follow-up
5 discussion by telephone. That call with Ms. McCurdy took place on April 30, 2021, and they
6 discussed the AAMC’s concerns and some proposed structure for a productive meeting between
7 AAMC representatives and Board representatives. Ms. McCurdy asked for information in advance
8 of the meeting. While noting that the Board was under no obligation to provide such information
9 to the AAMC, Mr. Connally asked Ms. McCurdy to put together the AAMC’s questions in an e-
10 mail and stated that he would take them to the College for response. Ms. McCurdy also said that
11 the AAMC had concerns about Board processes, noting that there were Trustees named to the Board
12 by the AAMC. Mr. Connally said if specific Trustees had specific questions, they should pose
13 them to Board leadership, but that he could not entertain a discussion of Board matters with a lawyer
14 who was not representing those Trustees, but rather a different organization, the AAMC. Ms.
15 McCurdy neither challenged this position, nor asserted that she was representing any individuals in
16 their capacity as Trustees of the College.

17 64. On May 5, 2021, and on behalf of the AAMC, Ms. McCurdy sent a series of
18 questions to Mr. Connally, as he had proposed. *See* Exhibit 4 hereto. On behalf of the College,
19 Mr. Connally provided substantive responses on May 13, 2021. *See* Exhibit 5 hereto.

20 65. On May 6, 2021, Ms. McCurdy e-mailed Mr. Connally to state that the AAMC had
21 requested time on the Board’s agenda at its upcoming meeting on May 14, 2021. *See* Exhibit 6
22 hereto. On May 7, 2021, Ms. McCurdy and Mr. Connally exchanged e-mails clarifying that this
23 request was in addition to the prior request for a meeting between representatives of the AAMC
24 and representatives of the Board. *See* Exhibit 7 hereto.

25 66. As the AAMC requested, the Board made time for the AAMC, as well as the “Save
26 Mills College Coalition” and “UC Mills” groups, to make presentations at the Board’s May 14,
27 2021 meeting.

1 67. On May 18, 2021, Mr. Connally e-mailed Ms. McCurdy to follow up on the request
2 for a meeting between representatives of the AAMC and representatives of the Board. *See* Exhibit
3 8 hereto. Mr. Connally also noted that many of the Trustees were receiving mail at their homes
4 that seemed designed to harass and intimidate them, and that the mailings appeared coordinated.
5 *Id.* Mr. Connally asked if the leadership of the AAMC could make some kind of statement rejecting
6 such conduct. *Id.*

7 68. Ms. McCurdy did not respond until June 1, 2021. In that e-mail response, Ms.
8 McCurdy “tables” the meeting between representatives of the AAMC and the Board that had been
9 discussed. Exhibit 9 hereto. There was no response to the request regarding the harassing mail
10 sent to Trustees. *Id.*

11 69. On June 7, 2021, Greenberg Traurig filed the Complaint on behalf of Dr. Nakka-
12 Cammauf, Ms. Wood, Ms. Singh, and Dr. Foster in their capacity as Trustees of the College,
13 seeking to compel the College to produce records to them and seeking damages from the College
14 and the named Defendants—officers and other Trustees of the College. At the time, these Plaintiff-
15 Trustees had made no written request to inspect records or information of the College in their
16 capacity as Trustees, nor had Greenberg Traurig made such a request on their behalf. At the time,
17 Greenberg Traurig *did not disclose the filing of the lawsuit* to the College or Hogan Lovells.

18 70. On June 17, 2021, as discussed above, the Board met and, by overwhelming
19 majority, approved a resolution regarding the pursuit of an alliance with Northeastern. The Board’s
20 resolution included a ratification of all prior actions of the College in connection with the resolution.

21 71. On the evening of June 17, 2021, Ms. Wood, Dr. Foster, Ms. Singh and Dr. Nakka-
22 Cammauf sent a written request for records to the College. *See* Exhibit 10 hereto. At the time,
23 Greenberg Traurig had still not disclosed to the College or Hogan Lovells the filing of this lawsuit
24 on June 7.

25 72. Despite the adversarial nature of the request and surrounding circumstances, the
26 College—using the scarce resources available to it—immediately began to gather records and
27 assemble hundreds of files comprising many thousands of pages in response to the request.
28

1 73. On June 22, 2021, Mr. Connally called Ms. McCurdy to discuss the announced
2 pursuit of the Northeastern transaction and to request the AAMC's support, given that it would
3 accomplish so many of the stated objectives of the AAMC. Ms. McCurdy was out of town that
4 week, so Mr. Connally left messages for the colleagues working with her on the matter.

5 74. Greenberg Traurig Partner Matthew Gershman returned the call on June 24, 2021.
6 Mr. Connally started off the discussion by saying that he wanted to touch base given the College's
7 announcement about pursuing an alliance with Northeastern, which the College and the Board
8 viewed as very positive and had hoped the AAMC would, too. Mr. Gershman said his clients
9 disagreed and that they were unconvinced of the need for the transaction with Northeastern. He
10 said that they were not receiving information that they had requested. Mr. Connally asked whether
11 he was representing the AAMC and/or the individuals who sent the records request on June 17,
12 and, if so, whether he was representing them in their capacity as Trustees of the College. Mr.
13 Gershman asked Mr. Connally why, and said he saw no conflict. He said merely that he represented
14 concerned individuals who want to save the College. Mr. Connally said that the College and the
15 Board felt that they had made a lot of effort to be open and to explain their decision-making. Mr.
16 Gershman said his clients disagreed. Mr. Gershman said he appreciated the call, and Mr. Connally
17 suggested they talk again the next week when Ms. McCurdy had returned to the office. Mr.
18 Gershman agreed. There was no mention of the lawsuit filed on June 7—over *two weeks* prior.

19 75. On Friday evening, June 25, 2021, Greenberg Traurig sent a copy of the Complaint,
20 along with summonses and notices of acknowledgement of service, to Mr. Connally. This was the
21 first the College had heard of the lawsuit, which was also then publicly announced by the AAMC.
22 *See Exhibit 11 hereto.*

23 76. After receipt of the Complaint, over the next few days, Ms. Sanborn had
24 conversations with the Plaintiff-Trustees. During those conversations with the Plaintiff-Trustees,
25 Ms. Sanborn learned that Plaintiff-Trustees had disclosed to the AAMC the identity of institutions
26 with whom the College had confidential discussions, information subject to non-disclosure
27 agreements with those institutions.

1 77. On June 30, 2021, Mr. Connally sent two letters to Greenberg Traurig. The first
2 asked Greenberg Traurig to confirm that the June 17 e-mail request was the only outstanding
3 request for records of the College made by any of the Plaintiff-Trustees. *See* Exhibit 12 hereto.

4 78. The second stated the College's concern that the Plaintiff-Trustees had shared with
5 the AAMC confidential information regarding the College's discussions with other institutions—
6 information subject to non-disclosure agreements with those institutions. *See* Exhibit 13 hereto.
7 The letter makes clear that such disclosures are breaches of the Plaintiff-Trustees' fiduciary duties
8 to the College as Trustees, and requests that the Plaintiff-Trustees cease and desist such improper
9 disclosures. *Id.* The letter also makes clear that, although the Plaintiff-Trustees were named for
10 election to the Board by the AAMC, in their capacity as Trustees of the College, their duties are to
11 the College, not the AAMC. *Id.* The letter further questions Greenberg Traurig's ability to
12 represent the Plaintiff-Trustees in seeking confidential information from the College while also
13 representing the AAMC. *Id.*

14 79. Ms. Singh's term on the Board expired on June 30, 2021. As of July 1, 2021, she is
15 no longer a Trustee of the College.

16 80. On July 3, 2021, the College received a letter from Dr. Foster and Ms. Wood,
17 withdrawing from the Lawsuit. *See* Exhibit 14 hereto. The letter states: "We must state our
18 discomfort with the aggressive tone and actions surrounding this lawsuit. This discomfort adds
19 another dimension of discord and divisiveness between the AAMC and Mills College, which only
20 serves to exacerbate the fundamental problems of the College's crisis." *Id.*

21 81. On July 7, Ms. McCurdy sent a letter in response to Mr. Connally's June 30 letters.
22 *See* Exhibit 15 hereto. The letter does not dispute that confidential information of the College was
23 shared by the Plaintiff-Trustees with the AAMC, but rather questioned the confidentiality of the
24 College's information and appeared to challenge the College's position that confidential
25 information of the College should not be shared with the AAMC. *Id.* The letter rejects Greenberg
26 Traurig's apparent conflict in representing Trustees of the College seeking access to confidential
27 information of the College in their capacity as Trustees, while also representing the AAMC—to
28 whom the same Trustees had just improperly disclosed the College's confidential information. *Id.*

1 The letter reiterates the June 17 demand for records, stating “[a]s described in the Complaint, our
2 clients are unequivocally entitled to this information and documents.” *Id.* The letter makes no
3 mention of the withdrawal of Dr. Foster and Ms. Wood as Plaintiffs. *Id.* The letter does not address
4 Mr. Connally’s request for confirmation that the July 17 e-mail is the only outstanding request
5 made by any of the Plaintiff-Trustees. *Id.*

6 82. On July 14, 2021, Mr. Connally wrote in response to Ms. McCurdy’s letter. *See*
7 Exhibit 16 hereto. Mr. Connally’s letter addresses a number of topics, including the withdrawal of
8 Dr. Foster and Ms. Wood as Plaintiffs, the Plaintiff-Trustees’ fiduciary duties to the College, and
9 Greenberg Traurig’s representation of the AAMC. *Id.* The letter makes clear that Dr. Foster and
10 Ms. Wood have indicated to the College that they are no longer seeking a meeting to review the
11 information requested in the June 17 e-mail, and that Ms. Singh is no longer a Trustee and thus not
12 entitled as a Trustee to inspect records of the College. *Id.* The letter offers to make additional
13 records available to Dr. Nakka-Cammauf for review on the College’s campus, provided she is
14 willing to make a signed commitment that she will not share confidential information with anyone
15 outside the Board, including the AAMC. *Id.*

16 83. As President of the AAMC, Dr. Nakka-Cammauf works out of the AAMC’s office
17 on the College’s campus. Thus, the offer to let Dr. Nakka-Cammauf review records and request
18 copies on the campus where she works, and where the records are kept, was not intended to burden
19 her, but rather to protect the confidentiality of the College’s records and enable College staff to
20 answer any questions she might have in her review.

21 84. On July 14, 2021, Greenberg Traurig filed Plaintiffs Deborah Wood’s and Adrienne
22 Foster’s Request for Dismissal. No copy was served on Hogan Lovells.

23 85. On Friday, July 16, 2021, Ms. McCurdy wrote to Mr. Connally requesting copies of
24 the requested records and providing Dr. Nakka-Cammauf’s agreement to keep the requested
25 records confidential, but the agreement stated Dr. Nakka-Cammauf would be free to share copies
26 with the Court, her attorneys, and “outside experts or consultants.” Exhibit 17 hereto.

1 86. At the time, the AAMC had publicly disclosed that it was paying for the lawsuit
2 (and was raising money in support thereof), including a forensic accountant engaged by Greenberg
3 Traurig. *See* Exhibit 18 hereto.

4 87. On July 19, 2021, Mr. Connally responded to Ms. McCurdy's July 16 letter. *See*
5 Exhibit 19 hereto. Mr. Connally's letter addressed a number of topics, including the dismissal of
6 Dr. Foster and Ms. Wood from the lawsuit, Ms. Singh's lack of standing to seek records as a
7 Trustee, the improper sharing of confidential information by the Plaintiff-Trustees, Dr. Nakka-
8 Cammauf's fiduciary duties as a Trustee running to the College and not the AAMC, and the ample
9 information provided to Dr. Nakka-Cammauf and the other Trustees in their Board deliberations,
10 information that the other Trustees found more than sufficient for informed decision-making. *Id.*
11 Mr. Connally's letter nonetheless offered to make requested records available to Dr. Nakka-
12 Cammauf the week of July 26, but declined to allow her to delegate her Trustee inspection rights
13 to Greenberg Traurig or the forensic accountant(s) hired by Greenberg Traurig and the AAMC. *Id.*
14 The letter further offered to consider a request for copies of specific records once Dr. Nakka-
15 Cammauf had made her requested inspection. *Id.*

16 88. On July 20, 2021, Ms. McCurdy wrote again demanding either electronic copies of
17 the requested records that could be shared with counsel and experts or the College's agreement to
18 allow counsel or the expert to inspect the requested records with Dr. Nakka-Cammauf. *See* Exhibit
19 20 hereto. Her letter also requested that the College agree to postpone any vote or decision
20 regarding the Northeastern partnership for at least 60 days. *Id.*

21 89. On July 21, 2021, Mr. Connally wrote to Ms. McCurdy. *See* Exhibit 21 hereto. Mr.
22 Connally's letter sets forth the factual and legal backdrop that Greenberg Traurig has never refuted,
23 including the fact that the lawsuit was filed *ten* days before Dr. Nakka-Cammauf's June 17 request
24 for records from the College. Mr. Connally cited the law making clear that restricting Dr. Nakka-
25 Cammauf, as a Trustee of a nonprofit corporation, from delegating her inspecting rights to her
26 attorneys or "experts" is a just and reasonable limitation—and certainly so as to attorneys and
27 "experts" working for the AAMC. The letter further states that, given (1) Dr. Nakka-Cammauf's
28 position as President of the AAMC, (2) her past participation in communications with the AAMC

1 where confidential information obtained by Trustees of the College was improperly disclosed, (3)
2 the fact that she is suing the College, its officers, and other Trustees for money damages, and (4)
3 the fact that the AAMC is funding her litigation, the College is not willing at this time to release
4 copies of the requested records to Dr. Nakka-Cammauf. *Id.* Based on this information, it was clear
5 her Trustee inspection rights were improperly being used as a tool by the AAMC in furtherance of
6 an AAMC-funded lawsuit seeking damages from the College and its officers and Trustees. *Id.*

7 90. The letter further states that Dr. Nakka-Cammauf is but one of 23 current voting
8 Trustees of the College. *Id.* Her inspection rights do not provide her a basis to hold up the business
9 of the College overwhelmingly approved by the other Trustees. *Id.* To allow her to do so would
10 mean any dissenting director could paralyze a nonprofit corporation simply through assertion of
11 their inspection rights. *Id.* So the College declined to postpone any of its business. *Id.* The letter
12 reiterated the offer to make records available to Dr. Nakka-Cammauf for inspection that week. *Id.*

13 91. On July 22, 2021, Cross-Defendants filed an *Ex Parte* Application for Affirmative
14 Relief, Temporary Restraining Order, and Order to Show Cause Regarding a Preliminary Injunction
15 seeking an order compelling the College to produce the documents requested on June 17 and
16 preventing the College and Board from further pursuing a transaction with Northeastern for 60
17 days. Cross-Complainants promptly responded with opposition briefing, supported by a number
18 of declarations, on July 26, 2021.

19 92. On August 5, 2021, the Court granted Cross-Defendants a temporary restraining
20 order that prohibited further, definitive action with regard to the Northeastern alliance pending oral
21 argument on August 16, 2021.

22 93. On the morning of oral argument, Cross-Defendants filed a last-minute Amended
23 Complaint adding the AAMC as a party.

24 94. Upon the conclusion of oral argument, the Court ordered Cross-Complainants
25 deliver all records pertaining to the June 17 records request by close of business on August 18,
26 2021. In connection with her review of these materials, Dr. Nakka-Cammauf was permitted to
27 make copies of the records and to share the materials with her counsel and consultants. The Court
28

1 prohibited Dr. Nakka-Cammauf from sharing the records with other parties, including the AAMC,
2 without written agreement of the College or further order of the Court.

3 95. The Court also extended the injunction until September 3, 2021. The continuing
4 injunction prohibits the College from holding any vote involving Northeastern—or any other
5 potential partner—or otherwise taking any definitive action concerning such partnerships. The
6 Court made clear that a vote may take place following the injunction’s expiration on September 3
7 at 5:00 p.m. PDT.

8 96. Per the Court’s Order, on August 18, 2021 at 3:10 p.m., counsel for Cross-
9 Complainants sent all records requested in the June 17 request, to the extent they exist or were not
10 already provided on the Board’s intranet, to Cross-Defendants’ counsel in electronic form by secure
11 file transfer. Cross-Complainants produced 955 documents totaling 21,067 pages, which Cross-
12 Defendants’ counsel downloaded later that same day at 4:24 p.m. Most of these requested
13 documents are day-to-day operational records of the College—such as letters, e-mails, and bank
14 statements—that are not typically considered by college trustees or corporate directors in their
15 fiduciary decision-making.

16 97. In light of the injunction and the corresponding uncertainty facing the College,
17 several Mills faculty and staff members have resigned—causing irreparable harm to the College.

18 **The AAMC’s Misrepresentations and Harassment**

19 98. In an effort to feign broad alumnae support for its lawsuit, the AAMC has
20 misrepresented various facts regarding the view of Mills’ 26,000+ diverse alumnae. For instance,
21 Cross-Defendants allege that a recent “Alumnae Survey” (which on its face was grossly flawed and
22 employed unfair and leading questions) indicates that 3,735 AAMC members support Cross-
23 Defendants’ lawsuit against the College (83% of 4,500 members), when in reality only 632 AAMC
24 members have expressed support for the lawsuit (83.71% of 755 total survey respondents).

25 99. In response to the Alumnae Survey, a group of concerned alumnae wrote a letter to
26 the “greater Mills community”, in which they expressed that “[t]he Board of Governors/AAMC
27 surveys d[id] not give prominent space for alumnae to offer specific thoughts, only answers to
28 previously conceived questions.” Exhibit 22 hereto. The alumnae letter further provided

1 “recommendations to stimulate renewed evaluation of AAMC’s and Mills’ positive, cooperative,
2 and collaborative potential going forward.” *Id.*

3 100. Finally, the letter noted that “[this] lawsuit filed by the AAMC vs. Mills College is
4 an anti-racism violation and places alumnae against trustees, the majority of whom are alumnae
5 also.” *Id.* Indeed, throughout the pendency of this lawsuit, the AAMC has sought to besmirch the
6 reputation of the College’s Board members and administrators who have been working tirelessly
7 to keep Mills open.

8 101. As discussed above, AAMC leaders have repeatedly sent harassing communications
9 to College officers, Trustees, and other members of the Mills community. The AAMC has also
10 posted misleading statements about the Board’s priorities on its website. In doing so, the AAMC
11 seeks to mislead the public by misconstruing the Board’s actions and acting as if the AAMC is the
12 only organization that has Mills’ best interests at heart. As previously stated, the Board contains
13 many alumnae of the College, and they, along with the other Trustees, have been deeply hurt by
14 the AAMC’s mischaracterizations and harassment.

15 102. In fact, several alumnae have expressed disappointment with the voices supposedly
16 representing all AAMC members and an interest in “a return to Mills alumnae supporting one
17 another and dialoguing respectfully.” *Id.*

18 103. Two former Plaintiffs in the underlying suit, Dr. Foster and Ms. Wood have
19 withdrawn from this litigation, stating their “discomfort with the aggressive tone and actions
20 surrounding this lawsuit,” which they acknowledged adds “another dimension of discord and
21 divisiveness between the AAMC and Mills College [serving only] to exacerbate the fundamental
22 problems of the College’s crisis.” Exhibit 14 hereto.

23 104. These former Plaintiffs joined *eleven* other alumna Trustees (thus representing *over*
24 *half* of the total voting Trustees) in writing an open letter condemning the lawsuit and the AAMC’s
25 tactics. *See* Exhibit 23 hereto. Objecting to the AAMC’s assertion that it “represents all 26,000
26 graduates of the College[,]” the alumna Trustees stated:

27 We believe that the lawsuit brought by the AAMC against the College is ill-considered,
28 divisive and detrimental to the future of Mills. Public statements by representatives of the

1 AAMC are misleading and heedless, and are putting at great risk the futures of current
2 students, faculty and staff. In our considered opinion, the best hope for continuing the
3 legacy and values of Mills College is an alliance with Northeastern University, now,
4 unfortunately interrupted because of the AAMC's irresponsible actions. . . The best, and
5 perhaps only, chance we have to extend our legacy and create change in the world is to
6 survive in a different, sustainable form. While we expect Mills alumnae to have strong and
7 diverse views, we are appalled at the disregard the AAMC leadership is showing to our
8 students, faculty, and staff and find the claims of a few vocal individuals to be harmful to
9 the overall alumnae body and our community more broadly. We are, and have been, putting
10 the interests of the College (the people, the campus, the educational mission and the
11 commitment to Oakland) first in our deliberations and will continue to do so. . .

12 **AAMC Pressures Trustees to Breach Duty of Confidentiality to the College**

13 105. Cross-Defendants, and the Trustee Cross-Defendants in particular, have acted with
14 callous disregard for confidentiality obligations since the inception of this contrived dispute over
15 access to information.

16 106. Before joining the Board, each Trustee is sent and required to sign the Statement of
17 Commitment and Responsibilities of Board Members (the "Statement of Commitment") that
18 contains a commitment to confidentiality. The Trustee's commitment to confidentiality is typical
19 and necessary for the Board to operate effectively. The Statement of Commitment provides that:

20 Committee meetings, meetings of the full board, including executive sessions, and informal
21 conversations with administrators or other representatives of the College may involve
22 sensitive matters. Individual board members are responsible for guarding this information
23 as confidential and for deferring questions about such matters to the president or chair of
24 the board.

25 107. Alumnae Trustee Ms. Wood has revealed to the AAMC, at the AAMC's insistence,
26 the names of potential partner institutions with whom the College was engaged in negotiations
27 with—negotiations that were and are subject to non-disclosure agreements. The AAMC, through
28 its designated Trustees, was aware of the existence and scope of these non-disclosure agreements.

1 108. The Trustee Cross-Defendants have already breached their confidentiality
2 obligations. The First Amended Complaint recites specific confidential information available to
3 Trustees on the Board's confidential intranet, but is not publicly available. This includes:

- 4 • Information Subject to Nondisclosure Agreements. Paragraph 37 of the Amended
5 Complaint reveals a specific estimate from a developer with whom Mills negotiated under
6 a non-disclosure agreement.
- 7 • Confidential Financial Estimates. Paragraph 45 of the Amended Complaint reveals
8 confidential estimates of revenue for a specific College program. This estimate is just that,
9 an estimate given to the Board with appropriate context as part of its deliberations. It is not
10 information to be taken out of context and publicly disclosed to challenge the Board's
11 decision-making.
- 12 • Board Resolutions. Paragraph 51 discloses language from Board resolutions, which are not
13 public documents. Board resolutions reflect the Board's confidential deliberations,
14 decisions and votes. The Board makes the decisions about the statements it will release
15 regarding its decisions and decision-making, not Dr. Nakka-Cammauf.

16 109. These disclosures have caused, and continue to cause, irreparable harm to the
17 College. Among other things, such disclosures have inhibited the College's ability to negotiate
18 with potential partners, damaged the College's relationships with these potential partners, limited
19 the College's options for a strategic alliance, and exposed the College to claims for breach of its
20 non-disclosure agreements—all at a time of a Board-declared state of financial emergency when
21 the future of the College very much hangs in the balance.

22 110. From the beginning, the goal of the Cross-Defendants' lawsuit has been to leverage
23 Dr. Nakka-Cammauf's status as a Trustee to obtain information—information which *not one* other
24 Trustee thought necessary to fully inform their decision on the Northeastern alliance—that the
25 AAMC would then use to challenge and subvert the decision-making of the Board. And while the
26 Court's August 16, 2021 Order prohibits further disclosure of the College's confidential
27 information, Dr. Nakka-Cammauf's and the AAMC's actions to date demonstrate that it is only a
28 matter of time before they reveal more.

111. Furthermore, particularly in light of Cross-Defendants' actions and the content of their filings to date, it is entirely unclear how Cross-Defendants' counsel can (or even will) segregate the information garnered through their client Dr. Nakka-Cammauf's status as a Trustee so as to not share it with their other client, the AAMC—the client paying their bills. This conflict of interest is irreconcilable.

AAMC Did Not Follow Its Own Bylaws When Joining This Suit

112. On information and belief, certain members of the AAMC-BOG are intent on attempting to derail any potential alliance between the College and Northeastern, no matter the cost to the College, its students, faculty and staff, and the broader Oakland community. They resolved to make the AAMC a plaintiff in this lawsuit without giving the AAMC membership an opportunity to express their views, other than through a grossly flawed survey, the results of which they have misrepresented. Dissenting opinions on the AAMC-BOG have been squelched, and information has been withheld or intentionally misrepresented to the AAMC membership, leading to at least one resignation from the AAMC-BOG.

113. On information and belief, these members of the AAMC-BOG have failed to follow the AAMC's own Bylaws regarding meetings of the AAMC-BOG with respect to this lawsuit, including the decision to have the AAMC participate as a Plaintiff suing the College, its Trustees, and officers in the Amended Complaint.

The College Faces Financial Collapse Without the Northeastern Transaction

114. It cannot be disputed that the College's situation is dire. Absent an agreement with Northeastern (or another institution), present scenarios and projections indicate that the College could likely run out of unrestricted cash by November or December 2021. Without the immediate financial support that the proposed alliance with Northeastern would provide, this path would result in a cash deficit in excess of \$20 million by June 2022 and place Mills in default on its bank loans, which are secured by the campus land and buildings.

115. This deficit cannot be remedied through reliance on the College's endowment—the use of which is restricted. Moreover, the proceeds from the sale of any additional assets would, effectively, go directly to the College's creditors—and serve only to slightly prolong an inevitable

1 demise. Filing for bankruptcy is not an option for the College, because doing so would make the
2 College irrevocably ineligible to participate in federal student aid programs, which are necessary
3 for the College's continued operations in any form or partnership. Simply put, the College *needs*
4 a successful partnership with another institution—most likely Northeastern—to pay its bills.

5 116. The continued injunction has caused harm to the College and its students, faculty
6 and staff, and community. As a result of the injunction, the College has been unable to provide
7 students sufficient information about whether they might be able to continue and obtain a degree at
8 the College—and classes already began on August 25, 2021. Without a clear path forward, a
9 portion of the student body has surely declined to return to the College, further contributing to a
10 declining enrollment and exacerbating the College's already precarious finances.

11 117. Further, the injunction has prevented the College from implementing compensation
12 increases to essential faculty and staff, many of whom have suffered reduced retirement benefits
13 and no salary increases for over a *decade*. These raises depend on revenues that would flow from
14 the partnership with Northeastern.

15 118. As well, the injunction could force the Board to consider extreme and detrimental
16 measures such as further selling of the College's core assets, laying off faculty and staff, and
17 abruptly closing programs. Throwing the College's future into further uncertainty erodes its
18 bargaining position in negotiations with creditors and threatens its very existence.

19 119. As just one data point for the irreparable harm the College has suffered, on a single
20 recent day, August 13, 2021, three valued staff members of the College resigned. One of their
21 resignation letters stated, in part:

22 I am very appreciative of the time that I have had at Mills and the professional growth that
23 I have had in that time. I also am very appreciative of the efforts that Mills has recently
24 made to keep me here at Mills, but UCB has matched the salary that Mills has offered, and
25 the recent news around delays in the Northeastern partnership, and growing concerns about
26 the future of Mills has led me to decide that I need to be in a situation that will be more
27 stable for the wellbeing of me and my family.

1 The College also lost its Coordinator of Technology Support on August 11, 2021, and its Director
2 of Enterprise Information Services on August 16, 2021. These and other employees who recently
3 left have all cited concerns regarding the future of Mills as a reason for their departure.

4 120. The toll the Cross-Defendants' litigation is taking on the College is racking up by
5 the minute. Should the injunction continue beyond September 3, the College will face a financial
6 death spiral from which it may not be able to recover, and which will forever tarnish its legacy.

7 **FIRST CAUSE OF ACTION**

8 **(For Tortious Interference with the College's Non-Disclosure Agreements – As Against**
9 **Cross-Defendant AAMC)**

10 121. Cross-Complainants incorporate herein, by this reference, each and every allegation
11 contained in paragraphs 1 through 120, inclusive as though fully stated herein.

12 122. As part of its exploration of potential partnership with other institutions, in an effort
13 to address the College's financial emergency and avoid the planned Teach Out, the College
14 executed non-disclosure agreements ("NDAs") with those institutions. Those NDAs were binding
15 contracts that prevent the College (and its constituents, including its Trustees) from disclosing
16 information regarding communications with those institutions, including the existence of the
17 communications and the identity of those institutions. Those contracts are typical and necessary
18 for the College to explore potentially economically beneficial relationships with those other
19 institutions. On information and belief, the AAMC knew of these NDAs.

20 123. Trustees of the College have a fiduciary duty and a contractual commitment to keep
21 confidential information of the College confidential. At all relevant times, the AAMC knew of this
22 duty and commitment of the College's Trustees.

23 124. The AAMC Bylaws provide that, for individuals like Ms. Wood and Dr. Foster who
24 are both Governors on the Board of the AAMC and Alumna Trustees of the College, such
25 individuals must "refrain from acting in a manner that creates a conflict between the Governor's
26 and the Trustee's fiduciary duties to the [AAMC] and any duties that may be owed to Mills College
27 or any other per-son(s) or entities." AAMC Bylaws, art. XVI, Exhibit 24 hereto. The AAMC is
28 aware of its own Bylaws.

125. Despite this knowledge, the AAMC intentionally pressured College Trustee Deborah Wood, also a member of the AAMC-BOG, to reveal to the AAMC the names of institutions that the College was in communication with regarding potential partnerships. Through this wrongful conduct, the AAMC (a) breached its own Bylaws by forcing Ms. Wood to act in a way that put her duties to the AAMC and her duties to the College in conflict, (b) caused Ms. Wood to breach her fiduciary duty as a Trustee of the College, and (c) caused Ms. Wood to breach her contractual Statement of Commitment as a Trustee of the College. Through this wrongful conduct, the AAMC caused the College to breach its NDAs with other institutions.

126. As a direct and proximate result of the AAMC's wrongful actions, the College has been injured in an amount to be determined at trial.

SECOND CAUSE OF ACTION

(For Tortious Interference with the Trustees' Confidentiality Commitment to the College – As Against Cross-Defendant AAMC)

127. Cross-Complainants incorporate herein, by this reference, each and every allegation contained in paragraphs 1 through 126, inclusive as though fully stated herein.

128. As a Trustee of the College, Dr. Nakka-Cammauf has a fiduciary duty and a contractual commitment to keep confidential information of the College confidential. As a former Trustee of the College, Ms. Singh has an ongoing fiduciary duty and contractual commitment to keep confidential information of the College confidential. At all relevant times, the AAMC knew of this duty and commitment of the College's Trustees.

129. The AAMC Bylaws provide that, for individuals like Dr. Nakka-Cammauf and Ms. Singh, who are or were both Governors on the Board of the AAMC and Alumna Trustees of the College, such individuals must "refrain from acting in a manner that creates a conflict between the Governor's and the Trustee's fiduciary duties to the [AAMC] and any duties that may be owed to Mills College or any other person(s) or entities." Exhibit 24 at art. XVI. The AAMC is aware of its own Bylaws.

130. Despite this knowledge, the AAMC intentionally pressured Dr. Nakka-Cammauf and Ms. Singh to reveal confidential information of the College to the AAMC and its counsel, and

1 then publicly disclosed confidential information of the College in the Amended Complaint filed in
2 this case. Through this wrongful conduct, the AAMC (a) breached its own Bylaws by forcing Dr.
3 Nakka-Cammauf and Ms. Singh to act in a way that put their duties to the AAMC and their duties
4 to the College in conflict, (b) caused Dr. Nakka-Cammauf and Ms. Singh to breach their fiduciary
5 duty as Trustees of the College, and (c) caused Dr. Nakka-Cammauf and Ms. Singh to breach their
6 contractual Statement of Commitment as a Trustee of the College.

7 131. As a direct and proximate result of the AAMC's wrongful actions, Cross-
8 Complainants have been injured in an amount to be determined at trial.

9 **THIRD CAUSE OF ACTION**

10 **(For Declaratory Relief – As Against the AAMC)**

11 132. Cross-Complainants incorporate herein, by this reference, each and every allegation
12 contained in paragraphs 1 through 131, inclusive as though fully stated herein.

13 133. On information and belief, certain members of the AAMC-BOG are intent on
14 attempting to derail any potential alliance between the College and Northeastern, no matter the cost
15 to the College, its students, faculty and staff, and the broader Oakland community. They resolved
16 to make the AAMC a plaintiff in this lawsuit without giving the AAMC membership an opportunity
17 to express their views, other than through a grossly flawed survey, the results of which they have
18 misrepresented. Dissenting opinions on the AAMC-BOG have been squelched, and information
19 has been withheld or intentionally misrepresented to the AAMC membership, leading to at least
20 one resignation from the AAMC-BOG.

21 134. On information and belief, these members of the AAMC-BOG have failed to follow
22 the AAMC's own Bylaws regarding meetings of the AAMC-BOG with respect to this lawsuit,
23 including the decision to have the AAMC participate as a Plaintiff suing the College, its Trustees
24 and officers in the Amended Complaint.

25 135. As to actions taken by the AAMC without proper authorization under its Bylaws,
26 they are void or voidable. As such, lacking such proper authorization, the AAMC is not a proper
27 Plaintiff in this action. Cross-Complainants respectfully request that the Court issue a declaratory
28 judgment that the AAMC lacks standing in this action, and that its claims should be dismissed.

1 **FOURTH CAUSE OF ACTION**

2 **(For Breach of Confidentiality Commitment to the College – As Against Cross-Defendants**
3 **Dr. Nakka-Cammauf and Ms. Singh)**

4 136. Cross-Complainants incorporate herein, by this reference, each and every allegation
5 contained in paragraphs 1 through 135, inclusive as though fully stated herein.

6 137. In their Statements of Commitment, Cross-Defendants Dr. Nakka-Cammauf and
7 Ms. Singh acknowledged and agreed that: “Committee meetings, meetings of the full board,
8 including executive sessions, and informal conversations with administrators or other
9 representatives of the College may involve sensitive matters. Individual board members are
10 responsible for guarding this information as confidential and for deferring questions about such
11 matters to the president or chair of the board.”

12 138. Cross-Defendants Dr. Nakka-Cammauf and Ms. Singh have breached the terms of
13 their Statements of Commitment by disclosing confidential Board materials and information to
14 unauthorized third-parties, including but not limited to, the AAMC, and in public court filings.

15 139. Among other things, Cross-Defendants Dr. Nakka-Cammauf and Ms. Singh have
16 caused to be filed their First Amended Complaint containing such confidential information.

17 140. Cross-Complainants have duly performed all conditions on their part.

18 141. Cross-Complainants are entitled to damages in an amount to be proved at trial.

19 **FIFTH CAUSE OF ACTION**

20 **(For Breach of Fiduciary Duty to the College – As Against Cross-Defendants Dr. Nakka-**
21 **Cammauf and Ms. Singh)**

22 142. Cross-Complainants incorporate herein, by this reference, each and every allegation
23 contained in paragraphs 1 through 141, inclusive as though fully stated herein.

24 143. As Trustees of the College, currently and formerly holding seats on the Board,
25 Cross-Defendants Dr. Nakka-Cammauf and Ms. Singh owe fiduciary duties of care and loyalty to
26 the College and other members of the Board, including the individual cross-complaining Trustees.
27 These duties require Cross-Defendants Dr. Nakka-Cammauf and Ms. Singh to comply with the
28 College Bylaws, their Statements of Commitment, to refrain from conduct that would damage the

1 College or its Trustees, and to not impeded Cross-Complainants' abilities to make decisions on
2 behalf of the College as members of the Board of Trustees.

3 144. Cross-Defendants Dr. Nakka-Cammauf and Ms. Singh breached their fiduciary
4 duties to the College and to the individual cross-complaining Trustees by disclosing confidential
5 Board materials and information to unauthorized third-parties, including but not limited to, the
6 AAMC and in public court filings

7 145. Cross-Complainants are entitled to damages in an amount to be proved at trial.

8 **PRAYER FOR RELIEF**

9 WHEREFORE, Cross-Complainants pray for judgment against Cross-Defendants, and each
10 of them, as follows:

11 1. For compensatory damages in excess of the minimum jurisdiction limits of the Court
12 to be determined according to proof at the time of trial, plus pre-judgment interest thereon;

13 2. For a judicial declaration establishing that the AAMC lacks standing to pursue this
14 action;

15 3. For costs of suit, including reasonable attorneys' fees, as allowed by law; and

16 4. For such other and further relief as the Court may deem just and proper.

17
18 Dated: August 27, 2021

HOGAN LOVELLS US LLP

19
20
21 By: 

22 Stephanie Yonekura
23 Attorney for Defendants
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EXHIBIT 1

BYLAWS
OF
MILLS COLLEGE
A California Nonprofit Public Benefit Corporation

(Amended and restated, and adopted by the Board of Trustees at its meeting on March 4, 2021.)

I. NAME & LOCATION

1.1 Name. The name of this corporation is MILLS COLLEGE (hereinafter the “College”).

1.2 Principal Place of Business. The initial principal office of the corporation shall be located in the City of Oakland, County of Alameda, State of California. The Board of Trustees may at any time, or from time to time, change the location of the principal office from one location to another within said city and county. The Board of Trustees may at any time establish branch locations at any place where the corporation is qualified to do business.

II. PURPOSE

2.1 Purpose. The College is a nonprofit, public benefit corporation and is organized under the California Nonprofit Public Benefit Corporation Law (the “Law”) for public purposes. Specifically, the purpose of the College is to educate students to think critically and communicate responsibly and effectively, to accept the challenges of their creative visions, and to acquire the knowledge and skills necessary to effect thoughtful changes in a global, multicultural society, and as set forth in the Third Article of the College’s Articles of Incorporation.

2.2 Limitations. The College shall not, except in any insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes described in the Third Article of the College’s Articles of Incorporation. The College may not carry on any activity for the profit of its Trustees, Officers or other persons or distribute any gains, profits or dividends to its Trustees or other persons as such. Furthermore nothing in these bylaws shall be construed as allowing the College to engage in any activity not permitted to be carried on (i) by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”) or (ii) by a corporation, contributions to which are deductible under section 170(c)(2) of the Code.

2.3 Property Dedicated to Nonprofit Purposes. All College property is irrevocably dedicated to the purposes set forth in in the Third Article of the College’s Articles of Incorporation. No part of the net earnings of the College shall inure to the benefit of any of its Trustees, Officers, or to any individual, except that the College is authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in 2.1.

2.4 Distribution of Assets Upon Dissolution. On the winding up and dissolution of the College, after paying or adequately providing for the debts, obligations, and liabilities of the College, the remaining assets of the College shall be distributed to an organization (or organizations) organized and operated exclusively for charitable, scientific, literary, or educational purposes which has

established its tax-exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States internal revenue law) and which has established its tax-exempt status under Section 2370ld of the California Revenue and Taxation Code (or the corresponding section of any future California revenue and tax law).

2.5 Political Activities. The College has been formed under California Nonprofit Corporation Law for the charitable purposes described in in the Third Article of the College's Articles of Incorporation and it shall be nonprofit and nonpartisan. No substantial part of the activities of the College shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the College shall not participate in or intervene in any political campaign (including the publishing or distribution of statements) on behalf of, or in opposition to, any candidate for public office.

III. BOARD OF TRUSTEES

3.1 Powers. The College shall be governed by a board of directors (referred to herein as the "Board of Trustees," the "Board" or "Trustees"), by whom all powers of the College shall be exercised and under whose authority the business and affairs of the College shall be controlled.

3.2 Number. The Board of Trustees shall consist of a total of forty-two (42) Trustees (excluding Honorary Trustees) each of whom has full voting privileges, unless changed by an amendment to these Bylaws.

3.3 Classification and Term of Office. All Trustees shall be elected by the Board, except for (i) the President of the Alumnae Association of Mills College (hereinafter "AAMC") and Trustees designated by the AAMC (collectively "Alumnae Trustees") and (ii) the President of the College ("President"), who shall be a Trustee as provided in Paragraph 7.3.1. The members of the AAMC shall elect three of its members to the Board, which individuals shall possess the knowledge, experience, ability and interest qualifying them to be Trustees. Each Trustee elected by the AAMC shall be designated from among those candidates nominated by the AAMC Board of Governors' Nominating Committee. In addition to the three Trustees elected by the AAMC, the President of the AAMC shall also serve as an *ex officio* member of the Board of Trustees.

Trustees may include, when so elected by the Board: (i) Recent Graduate Trustees (two recent graduates who have graduated within the past two years) of the College's undergraduate or graduate programs); (ii) Trustees Emeritae/Emeriti (a former Trustee who served on the Board for at least nine (9) years and is at least sixty-five years of age, or a former Trustee who served as a Board Chair).

The Board may elect as an Honorary Trustee a former Trustee who served on the Board for at least nine years and is at least sixty-five years of age, or a former Trustee who served as a Board Chair. Honorary Trustees serve at the pleasure of the Board without term limits and are invited to participate in Board meetings and other Board functions without voting privileges.

3.4. Term of Trustees.

3.4.1 Trustees. Unless otherwise specified herein, the term of office of each Trustee shall be three (3) academic years. Unless otherwise specified herein, a Trustee may be nominated for reelection as a Trustee for one or more additional terms. Except as

otherwise designated by the Board at the time of election or when filling a vacancy, the term of each newly-elected Trustee shall commence on July 1 following their election. A Trustee shall continue in office until a successor has been elected or designated, as the case may be, and qualifies for office, or such Trustee resigns or is removed from office.

3.4.2 Alumnae Trustees. The term of office of each Alumnae Trustee shall be three academic years. After serving two consecutive terms, Alumnae Trustees shall be ineligible for reelection as Alumnae Trustees.

3.4.3 Recent Graduate Trustees. The term of office of each Recent Graduate Trustee shall be three academic years. After serving one term, Recent Graduate Trustees shall be ineligible for reelection as a Recent Graduate Trustee.

3.4.4 Trustees Emeritae/Emeriti. The term of office of each Trustee Emeritae/Emeriti shall be six academic years.

3.5 Restriction Regarding Interested Trustees. Notwithstanding any other provision of these Bylaws, not more than forty-nine percent (49%) of the persons serving on the Board and no more than one (1) person per family serving on the Board, may be interested persons. For purposes of this paragraph, "interested persons" means:

(a) Any person currently being compensated by the College for services rendered to it within the previous twelve (12) months, whether as a full or part-time officer or other employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a Trustee in their capacity as a Trustee; or

(b) Any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law or father-in-law of any person described in subparagraph (a) above.

3.6 Vacancies. In the case of any vacancy among the Trustees due to death, resignation, disqualification, or other cause, the Board of Trustees may elect a successor to hold office for the remainder of the term of the departed Trustee. Any such vacancy among Alumnae Trustees may be filled by AAMC's Board of Governors from a list of candidates proposed by its nominating committee.

3.7 Removal of a Trustee. The Board, by a majority vote of the Trustees, including the President, may declare vacant the office of any Trustee, excluding the President and the AAMC President, (1) who fails or ceases to meet the requirement to attend at least three (3) regular meetings within an academic year, (2) for cause as specified in the California Corporations Code, (3) for breach of fiduciary duties owed to this Corporation, or (4) for actions inimical to the best interests of this Corporation and the educational mission that it serves. If questioned, the adequacy of the reason for absence shall be determined by the Board of Trustees in its sole and absolute discretion.

3.8 Resignation. Except as provided in this Section, any Trustee may resign by giving written notice to the Board Chair, the President, the Secretary, or the Board as a whole. Such a written

resignation will be effective on the later of (i) the date it is delivered or (ii) the time specified in the written notice that the resignation is to become effective. No Trustee may resign if the College would then be left without a duly elected Trustee or Trustees in charge of its affairs, except upon notice to the California Attorney General.

IV. MEETINGS OF THE BOARD OF TRUSTEES

4.1 Place of Meetings. Meetings of the Board of Trustees may be held on the campus of the College, in Oakland, California, or at any other place within the State of California that the Board Chair may from time to time designate.

4.2 Regular Meetings. Regular meetings of the Board of Trustees shall be held at least four (4) times during each academic year on dates and at hours as determined by the Board Chair and President. One of the regular meetings, whenever possible, shall be held in May during the week preceding Commencement Exercises and shall be designated the Annual Meeting, at which meeting officers of the Board, Committee Chairs, and Trustees for the ensuing academic year shall be elected.

4.3 Special Meetings. Special meetings of the Board of Trustees shall be held when called by the Board Chair, or, in the Board Chair's absence, inability, or refusal to act, by the Vice Chair, the President, or any two (2) Trustees.

4.4 Notice of Meetings.

(a) Written notice of the time and place of each regular meeting of the Board of Trustees (except an adjourned meeting) shall be given to each Trustee at least seven (7) calendar days before the date of the meeting. In case such notice is mailed, it shall be deposited in the United States mail addressed to the Trustee at their address as it appears on the records of the College at least seven (7) days prior to the date of the meeting or such notice may be given at least four (4) days prior to the date of the meeting, personally or by telephone, facsimile or electronic mail delivered or transmitted to the Trustee. Such deposit in the mail, delivery to a common carrier, transmission by electronic means or delivery, personally or by telephone, as above provided, shall be due, legal and personal notice to such Trustees.

(b) Notice of the time and place of a special meeting of the Board of Trustees (except an adjourned special meeting) shall be given to each Trustee, prior to the date of the meeting. In case such notice is mailed, it shall be deposited in the United States mail addressed to the Trustee at their address as it appears on the records of the College at least four (4) days prior to the date of the meeting, or it may be delivered personally or telephoned, telegraphed or sent by facsimile transmission or electronic communication to the Trustee at least forty-eight (48) hours prior to the time of the holding of the meeting.

(c) Copies of all notices shall be maintained by the Secretary.

4.5 Quorum. At all meetings of the Board of Trustees, one-third (1/3) of the number of Trustees then in office (excluding any Honorary Trustees) shall constitute a quorum for the

transaction of business, except to adjourn. In the absence of a quorum, a majority of the voting Trustees present at a meeting may adjourn the meeting to resume at a later stated date and hour. If the meeting is adjourned for more than twenty-four (24) hours, notice of the time and place of holding an adjourned meeting shall be given to Trustees who were not present at the time of the adjournment. Every action taken or decision made by a majority of the Trustees present at a duly held meeting at which a quorum is present shall be the act of the Board of Trustees, subject to the more stringent provisions of these Bylaws or the California Nonprofit Public Benefit Corporation Law, which requires a majority vote of Trustees then in office for the (i) approval of contracts or transactions in which a Trustee has a direct or indirect material financial interest (provided that the vote of any interested Trustee is not counted); (ii) removal of a Trustee without cause; (iii) creation of and appointments to committees of the Board having the authority of the Board; and (iv) indemnification of Trustees. A meeting at which a quorum is initially present may continue to transact business, despite the withdrawal of Trustees, if any action taken or decision made is approved by at least a majority of the required quorum for that meeting.

4.6 Participation at Meetings. Trustees may participate in a meeting through the use of telephone conference, electronic video screen communication or similar communications equipment so long as all Trustees participating in such meeting can hear one another and communicate clearly and concurrently and so long as they are provided the means of participating in all matters at the meeting, including the capacity to propose or interpose an objection to a specific action to be taken by the Board. Such participation constitutes presence in person at such meeting.

4.7 Order of Business; Executive Session. At all meetings of the Board of Trustees, business shall be transacted in such order as the Board Chair may from time to time determine. The Board Chair at any meeting of the Board of Trustees may call an executive session from which employees of the College, including the President, may be excluded.

4.8 Action of the Board by Unanimous Written Consent. Any action required or permitted to be taken by the Board may be taken without a meeting if all the Trustees are contacted and all (excluding any "interested" Trustees), individually or collectively, consent in writing to such action. Such written consent 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 by such Trustees taken at a meeting. For the purposes of this paragraph, a Trustee shall be defined as an "interested" Trustee with respect to any transaction(s) between the College and (i) that Trustee or Trustee's Family Members (spouse, parents, sibling, child, or spouse of a sibling, domestic partner or a person with whom one cohabits), (ii) an entity in which a Trustee or any person or entity described in (i), has ownership interests, whether in the form of equity or debt, in the aggregate of more than 35 percent (a material financial interest), or (iv) an entity in which the Trustee is an officer, director, trustee or employee. A Trustee shall also be defined as an "interested" Trustee with respect to any transaction(s) in which (i) there may be an actual or perceived conflict of interest, including any transaction in which the interests of the Trustee may be seen as competing with the interests of the College; or (ii) A Potential Excess Benefit Transaction under Section 4958 of the Internal Revenue Code.

V. OFFICERS OF THE BOARD OF TRUSTEES

5.1 Number. The officers of the Board of Trustees shall be a Chair and a Vice Chair, each of whom shall be an Elected Trustee, and a Secretary (who shall also be the Secretary of the College) and an Assistant Secretary, each of whom may, but need not, be a Trustee or an employee of the College. The Board of Trustees shall have the power to create from time to time such other officers as it may deem necessary.

5.2 Election and Term of Office. The officers shall be elected by the Board of Trustees at the Annual Meeting. They shall be chosen from a list of nominees presented by the Executive Committee. They shall hold office for one academic year following such Annual Meeting beginning July 1 until their successors are elected and shall serve at the pleasure of the Board.

5.3 Duties and Authorities.

5.3.1 Board Chair. The Board Chair shall:

- (a) Preside at all meetings of the Board of Trustees;
- (b) Be an *ex officio* member with voting privileges of all Standing Committees of the Board of Trustees;
- (c) Sign, as Board Chair, on behalf of the College, all documents which require the Board Chair's signature;
- (d) Sign, together with the President, the diplomas of all persons receiving degrees from the College; and
- (e) Perform such other duties as may be delegated by the Board of Trustees.

5.3.2 Vice Chair. The Vice Chair shall, in the case of absence, disability, or death of the Board Chair, perform the duties and exercise the powers of the Board Chair, and perform such other duties as may be delegated to the Vice Chair by the Board of Trustees.

5.3.3 Secretary and Assistant Secretary. The Secretary, or the Assistant Secretary, shall:

- (a) Attend all meetings of the Board of Trustees;
- (b) Prepare and record the minutes of all meetings of the Board of Trustees and all resolutions and actions taken by written consent, and obtain and maintain a complete record of the minutes of the meetings of the Committees;
- (c) Prepare and give all notices of meetings of the Board of Trustees and such other notices as the Board Chair or the Chairs of the Standing Committees may direct;
- (d) Transmit, or cause to be transmitted, to each Trustee and other distributees specified by the Board of Trustees, a copy of the minutes of all meetings of the Board of Trustees and Standing Committees, except for the confidential minutes of closed meetings or executive sessions, which shall be distributed only to those Trustees and committee members eligible to attend such meetings;
- (e) Keep the corporate seal of the College and affix it to all instruments or documents requiring a seal; and
- (f) Generally perform all such duties as pertain to the office of Secretary, and as are reasonably required by the Board of Trustees.

5.4 Vacancies. If the office of any officer becomes vacant by reason of death, resignation, removal, or otherwise, the Board of Trustees shall elect a successor, who shall hold office for the unexpired term of such departing officer, until a successor is elected.

VI. COMMITTEES OF THE BOARD OF TRUSTEES

6.1 Standing Committees.

6.1.1 Identity. The Board of Trustees shall have the following Standing Committees. In addition to the committee descriptions set forth herein, each committee shall have a written charter that describes composition, purpose, and primary responsibilities as approved by the Board of Trustees. Each committee shall review such statements for their appropriateness and adequacy regularly.

Academic and Student Experience Committee
Audit and Enterprise Risk Committee
Executive Committee
External Engagement Committee
Resources and Sustainability Committee

The Board of Trustees may, from time to time, establish such other Standing Committees as it may deem desirable, which shall be created only by the vote of a majority of the number of voting Trustees then in office, provided that any other such Standing Committee that can exercise the authority of the Board of Trustees shall be comprised solely of Trustees.

The Board Chair and the President shall be *ex officio* members with voting privileges of all Standing Committees.

6.1.2 Election. At its Annual Meeting, the Board of Trustees shall elect the Chair of each Standing Committee and all members of each Standing Committee, except those serving thereon by virtue of designation described herein, from a list of nominees presented by the Executive Committee or from nominations made from the floor. Members of any Standing Committee who can exercise the authority of the Board of Trustees, specifically the Executive Committee, the Audit and Enterprise Risk Committee, and the Resources and Sustainability Committee shall be elected only by a majority of the number of voting Trustees then in office. Those elected shall hold office for the following academic year, beginning July 1.

Vacancies in the office of Chair of a Standing Committee shall be filled in the manner described at any meeting following the occurrence of the vacancy.

6.1.3 Meetings and Notice of Meetings. Each Standing Committee shall meet as often as its business requires, on the call of the Chair or any two (2) members of the committee. Written notice of each meeting shall be given to each committee member prior to the meeting. In case such notice is mailed, it shall be deposited in the United States mail addressed to the Trustee at their address as it appears on the records of the College at least seven (7) days prior to the date of the meeting, or it may be delivered personally or

telephoned, telegraphed or sent by facsimile transmission or electronic communication to the Trustee at least four (4) days prior to the date of the meeting. Committee members may participate in a meeting through the use of telephone conference or similar communications equipment so long as all committee members participating in such meeting can clearly and concurrently hear one another and so long as they are provided the means of participating in all matters at the meeting, including the capacity to propose or interpose an objection to a specific action to be taken by the committee. Such participation constitutes presence in person at such meeting.

6.1.4 Quorum. With the exception of the Executive Committee, five (5) members of any Standing Committee or the majority of the Trustees sitting on such committee (whichever is the lesser number), not including Honorary Trustees, and advisory members, shall constitute a quorum.

6.1.5 Order of Business; Executive Session. At all meetings of Standing Committees, business shall be transacted in such order as the Chair of each Standing Committee may from time to time determine. A Committee Chair at any meeting of a Standing Committee may call an executive session from which employees of the College, including the President, may be excluded.

6.1.6 Action of Standing Committees by Unanimous Written Consent. Any action required or permitted to be taken by a Standing Committee may be taken without a meeting if all the committee members are contacted and all (excluding any “interested” committee members), individually or collectively, consent in writing to such action. Such written consent shall be filed with the minutes of the proceedings of the Standing Committee. Such action by written consent shall have the same force and effect as a unanimous vote by such Trustees taken at a meeting. For the purposes of this paragraph, a committee member shall be defined as an “interested” committee member with respect to any transaction(s) between the College and (i) that committee member or the committee member’s Family Members (spouse, parents, sibling, child, or spouse of a sibling, domestic partner or a person with whom one cohabits), (ii) an entity in which a committee member or any person or entity described in (i), has ownership interests, whether in the form of equity or debt, in the aggregate of more than 35 percent (a material financial interest), or (iv) an entity in which the committee member is an officer, director, trustee or employee. A committee member shall also be defined as an “interested” committee member with respect to any transaction(s) in which (i) there may be an actual or perceived conflict of interest, including any transaction in which the interests of the committee member may be seen as competing with the interests of the College; or (ii) A Potential Excess Benefit Transaction under Section 4958 of the Internal Revenue Code.

6.2 Executive Committee. The Executive Committee shall consist of the Board Chair and Vice Chair of the Board of Trustees, the Chairs of the Academic and Student Experience, Audit and Enterprise Risk, External Engagement, and Resources and Sustainability committees, the President, and any other Trustees nominated by the Executive Committee and elected by the Board. The Board Chair shall be Chair of the Committee. The Committee shall meet at the call of the Board Chair or the President or any two (2) members of the Committee. The Board Chair or

Vice Chair or the President and any three (3) other voting members of the Committee shall constitute a quorum.

The Executive Committee shall have and may exercise to the fullest extent permissible by law all the powers of the Board of Trustees, provided however that the Executive Committee shall not have the right to:

- approve any action for which the Law also requires approval of the “members”, as defined by the Law, of the College, whether or not the College has such members at that time;
- fill vacancies on the Board of Trustees or on any committee of the Board;
- fix any compensation of the Trustees for serving on the Board or on any committee thereof;
- amend or repeal the bylaws or adopt new bylaws;
- amend or repeal any resolution of the Board of Trustees which by its express terms is not so amendable or repealable;
- create committees of the Board of Trustees or appoint members thereto;
- expend or approve the expenditure of funds of the College to support a nominee for Trustee;
- approve of any self-dealing transaction (as defined by California Corporations Code section 5233 or any successor section thereto) involving a Trustee on the Executive Committee except in compliance with California Corporations Code subparagraph 5233(d)(3);
- incur obligations binding upon the College in excess of \$750,000. Obligations under this amount must be ratified at the next meeting of the Board of Trustees;
- dispose of real property;
- determine the general policies of the College; or
- elect or remove the President.

All actions taken by the Executive Committee shall be reported to the Board of Trustees at its meeting next succeeding such actions and shall be subject to revision, revocation or alteration by the Board of Trustees, provided that no rights of third persons shall be adversely affected thereby.

6.4 Audit and Enterprise Risk Committee. Each year the Audit and Enterprise Risk Committee shall engage an independent auditor to audit annual financial statements using generally accepted accounting principles. The audit shall be conducted in conformity with generally accepted auditing standards. The Audit and Enterprise Risk Committee shall approve the annual audited financial statements for the College. The Audit and Enterprise Risk Committee shall direct the auditor to review best practices at the College. After reviewing and approving the Auditor’s report and recommendations, the Audit and Enterprise Risk Committee will report thereon to the Board. The President and the Vice President for Finance and Administration/Treasurer shall not be members of the Audit and Enterprise Risk Committee. Members of the Resources and Sustainability Committee shall constitute less than 50% of the membership of the Audit and Enterprise Risk Committee.

6.3 Resources and Sustainability Committee. The Resources and Sustainability Committee shall exercise general oversight over the College's fiscal stability and long-term economic health, including net enrollment revenues; invested assets, including endowment, planned giving, and employee retirement plans; and campus and physical assets, and technologies. It shall oversee the preparation of the College's budget and periodic financial statements. It shall, with the advice of the Vice President for Finance and Administration/Treasurer of the College, designate depositories for the funds and securities of the College. The Resources and Sustainability Committee shall submit to the Board of Trustees each year a salary budget, fee schedule, financial aid budget, and endowment expenditure rate for the following academic year. It shall also submit a detailed budget at the Annual Meeting. Once approved by the Board of Trustees, such budget shall be the authority for incurring the expenditures set forth therein. The Resources and Sustainability Committee, meeting as a committee of the Board of Trustees shall have the power to authorize the short-term borrowing of money necessary for temporary or emergency purposes. All borrowing that exceeds one year in duration or exceeds \$5,000,000, regardless of purpose, must be submitted to the Resources and Sustainability Committee and then to the Board of Trustees for approval.

The Resources and Sustainability Committee shall recommend investment policies to the Board of Trustees and implement them upon approval of the Board of Trustees.

In accordance with investment policies approved by the Board of Trustees, the Resources and Sustainability Committee shall select investment managers and investment consultants and shall provide guidelines to the investment managers for the management of the College's portfolio. The Resources and Sustainability Committee may delegate to investment managers and to the Vice President for Finance and Administration/Treasurer authority to invest, reinvest, purchase, sell, assign and transfer the securities.

The Resources and Sustainability Committee shall regularly report on its activities to the Board of Trustees.

The chair of the Audit and Enterprise Risk Committee shall not be a member of the Resources and Sustainability Committee.

College.

6.6 Additional Duties and Reports of Standing Committees. Each Standing Committee shall perform such additional functions as may be directed by the Board of Trustees. Except as otherwise provided in these Bylaws, no Standing Committee can take actions that bind the Board of Trustees or the College without the express prior approval of the Board of Trustees. A Standing Committee, which has voting members who are not Trustees shall be advisory only and shall never be delegated authority to bind the College or the Board of Trustees. The delegation of the oversight of certain of the College's activities to such Standing Committees is permissible provided that the activities and affairs of the College shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board of Trustees. Each Standing Committee shall report its actions (and those of its subcommittees) and its recommendations to the Board of Trustees at the next regular meeting thereof and any such actions shall be subject to revocation, revision or alteration by the Board of Trustees, provided that no rights of third persons shall be

adversely affected thereby.

A Standing Committee may, whenever it deems it advisable, establish a subcommittee to carry out specific functions assigned to it by such Standing Committee and the Standing Committee shall appoint the members of such subcommittee. Standing Committees may invite faculty or staff of the College, students, or members of the AAMC or others to attend their meetings to advise or staff the Committees.

6.7 Special (Ad Hoc) Committees. Special Committees may be established by the Board of Trustees with such membership and powers and duties as the Board of Trustees may determine, except as limited by law.

VII. THE COLLEGE

7.1 Number, Appointment and Terms of College Officers. The officers of the College (the "College Officers") shall be a President, a Provost and Dean of the Faculty, a Vice President for Finance and Administration/Treasurer, and such other officers as may from time to time be appointed by the Board of Trustees. Such other officers shall have such primary duties and responsibilities as shall be recommended by the President and approved by the Board of Trustees.

The College Officers shall be appointed by the Board of Trustees and shall hold office at the pleasure of the Board of Trustees, subject to the rights of such College Officer under any employment contract or applicable law. Unless permitted by law, the chief executive officer and chief financial officer shall not be the same individual.

7.2 Other Administrative Staff. The President shall appoint other administrative staff as necessary to conduct the business of the College.

7.3 Duties and Authority.

7.3.1 President. The President shall be the chief executive officer and educational head of the College and shall carry out the policies of the Board of Trustees, attend to all matters entrusted to the President's care by the Board, and exercise such general supervision and direction over College affairs as will promote the mission of the College.

The President shall be the chief executive officer of the Faculty, and a member of all Faculty Committees, except the Committee on Appointment, Promotion and Tenure and the Committee on Committees, and shall have authority to convene meetings of the Faculty.

The President shall be an *ex officio* member of the Board of Trustees with full voting privileges. The President shall be the official medium of communication between the Faculty, the Students and the College Officers, and the Board of Trustees, and shall keep the Board informed of all important proceedings of Faculty meetings.

The President shall be the Chief Executive Officer of the administration of the College, responsible to the Board of Trustees for the execution of all administrative functions.

The President shall recommend to the Board of Trustees, through the Academic and

Student Experience Committee, the appointment or promotion of or change in the Faculty and educational staff and, through the Executive Committee, the appointment and conditions of employment of the College Officers.

The President shall report to the Board of Trustees at each of its regular meetings on matters of importance to the College and shall make an annual report at the first Board of Trustees meeting in each academic year on the business and affairs of the College during the preceding academic year and on its condition at the end of such academic year. The President shall present for consideration at any Board of Trustees meeting measures deemed necessary or expedient for the welfare of the College.

The President shall, together with the Board Chair, sign the diplomas of all persons receiving degrees from the College.

The President shall designate an Acting President to serve during any short-term temporary absence of the President, upon confirmation by the Board of Trustees if the absence exceeds thirty (30) days.

If the office of the President becomes vacant by reason of disability, death, resignation, removal, or otherwise, the Board of Trustees shall appoint an Acting President.

7.3.2 Provost and Dean of the Faculty. The Provost and Dean of the Faculty shall be the ranking educational officer of the College, second only to the President, shall be an advisory (without vote) member of the Academic and Student Experience Committee of the Board of Trustees, and shall be concerned with the administration of educational policies, regulations and decisions made by the Faculty and its committees, and with such other matters as may be delegated to the Provost and Dean of the Faculty by the President.

7.3.3 Vice President for Finance and Administration/Treasurer. The Vice President for Finance and Administration/Treasurer, under the supervision of the President, shall be the chief financial officer of the College and shall be responsible for the financial and administrative services of the College.

The Vice President for Finance and Administration/Treasurer shall keep, or cause to be kept, proper books of account and investment records, which shall be open to inspection at all times by the Board of Trustees, the Audit and Enterprise Risk Committee, the Resources and Sustainability Committee, and the President.

The Vice President for Finance and Administration/Treasurer shall receive and collect all monies and properties owing or belonging to the College, shall pay all bills, once validated within the respective budget allocations, shall attend to the collection of rents, the making of repairs to College property, the payment of taxes, the keeping of the College properties properly insured, and all other matters incidental to the proper care and management of such properties.

The Vice President for Finance and Administration/Treasurer shall have authority to draw

checks against deposits standing in the name of the College in any bank or trust company and to endorse for collection any checks, notes, drafts, and the like drawn to the order of the College.

The Vice President for Finance and Administration/Treasurer shall prepare, with the approval of the President, a statement showing the financial condition of the College at the close of each academic year, the financial transactions during that year, and comparative data for the previous academic year, to be rendered as early as practicable after the close of each fiscal year to the Resources and Sustainability Committee and to the Board of Trustees.

The Vice President for Finance and Administration/Treasurer shall be an advisory (without vote) member of the Audit and Enterprise Risk Committee and the Resources and Sustainability Committee of the Board of Trustees.

If the office of the Vice President for Finance and Administration/Treasurer becomes vacant by reason of disability, death, resignation, removal, or otherwise, the President, with the approval of the Chair of the Resources and Sustainability Committee, shall designate a College employee to perform the functions of the office temporarily.

VIII. THE FACULTY

8.1 Organization. Voting members of the Faculty of the College in meetings of the Faculty as a whole shall be the President, the Provost and Dean of the Faculty, the Dean of Students, the College Librarian, all salaried professors in any grade and salaried instructors who are employed at least two-thirds (2/3) of the time in the semester in which the Faculty meeting is being held or who have been employed by the College to teach at least one course per year for three (3) consecutive years. Voting members of the Faculty in division and departmental meetings shall be the President and all salaried members of the divisions or departments. The Faculty shall hold such meetings during the academic year as it may determine and shall keep a record of its proceedings.

Subject to the ultimate power and direction of the Board of Trustees to manage the activities and affairs of the College and exercise all corporate powers, the Faculty shall prescribe the requirements for admission, courses of study, conditions of graduation, the nature of degrees to be conferred, and regulations for the conduct of the educational work of the College, and provide directly or indirectly the necessary organization for the conduct of student life and activities. It shall recommend to the Academic and Student Experience Committee candidates for degrees in courses.

No exercise of the powers herein conferred on the Faculty, which in the judgment of the President involves a major issue in the educational policy or social functioning of the College, shall take effect without the concurrence of the President and the approval of the Board of Trustees.

8.2 Contracts with the Faculty. Individual Faculty members for whom tenure-track or endowed chair appointment is proposed shall be appointed by the Board of Trustees, upon the recommendation of the President and the Board of Trustees' Academic and Student Experience Committee. Adjunct faculty appointments may be approved by the Provost and Dean of the

Faculty.

The term of a tenure-track Faculty member's current employment, together with provisions as to their classification, tenure, advancement, dismissal, leaves of absence, pensions, insurance, retirement, and any other benefits or obligations, shall be expressed in a letter to them from the President.

IX. ASSOCIATED STUDENTS

With the assent of the Board of Trustees, the President and Faculty of Mills College shall grant to the Associated Students of Mills College (the "ASMC"), subject to revocation at any time at the discretion of the President and Faculty of the College, power to organize the non-academic activities of campus life, and to enforce its organizational standards of conduct by appropriate measures short of suspension or expulsion from the College without prejudice to the disciplinary authority of the President and Faculty. The constitution and bylaws of the Associated Students and all amendments thereto shall be submitted to the President for approval and shall not be effective until such approval shall have been granted.

X. AMENDMENT TO THE BYLAWS

These Bylaws may be altered or amended at any meeting of the Board of Trustees at which a quorum is initially present by a two-thirds vote of the voting Trustees present, provided that notice of the proposed changes have been given to each member of the Board in or prior to the notice for the meeting.

XI. INDEMNIFICATION OF TRUSTEES, OFFICERS, EMPLOYEES AND OTHER AGENTS

11.1 Definitions for the Purpose of This Article.

(a) Agent. "Agent" means any person who is or was a trustee, *ex officio* trustee, officer, employee, or other agent of the College or is or was serving at the request of the College as a trustee, *ex officio* trustee, officer, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, or other enterprise, or was a trustee, *ex officio* trustee, officer, employee, or agent of a foreign or domestic corporation that was a predecessor corporation of the College or of another enterprise at the request of the predecessor corporation;

(b) Proceeding. "Proceeding" means any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative, or investigative; and

(c) Expenses. "Expenses" means, without limitation, all attorneys' fees, costs, and any other expenses incurred in the defense of any claims or proceedings against an Agent by reason of the Agent's position or relationship as Agent and all attorneys' fees, costs, and other expenses incurred in establishing a right to indemnification under this Article.

11.2 Successful Defense by Agent. To the extent that an Agent of this College has been successful on the merits in the defense of any proceeding referred to in this Article, or in the defense of any claim, issue, or matter therein, the Agent shall be indemnified against expenses actually and reasonably incurred by the Agent in connection with the claim. If an Agent either

settles any such claims or sustains a judgment rendered against the Agent, then the provisions of Paragraph 11.3 through 11.5 below shall determine whether the Agent is entitled to indemnification.

11.3 Actions Brought by Persons Other Than the College. The College shall indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of the College to procure a judgment in its favor, an action brought under California Corporations Code section 5233 concerning self-dealing transactions, or an action brought by the Attorney General or a person granted relator status by the Attorney General for any breach of duty relating to the assets held in charitable trust) by reason of the fact that such person is or was an Agent of the College, against expenses, judgments, fines, settlements, attorneys' fees and costs and other amounts actually and reasonably incurred in connection with such proceeding if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the College and, in the case of a criminal proceeding, had no reasonable cause to believe that the conduct of such person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in the best interests of the College or that the person had reasonable cause to believe that the person's conduct was unlawful. The determination of the Agent's conduct shall be made in accordance with Paragraph 11.5.

11.4 Action Brought by or on Behalf of the College. The College shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action by or in the right of the College, or brought under California Corporations Code section 5233 concerning self-dealing transactions, or brought by the Attorney General or a person granted relator status by the Attorney General for breach of duty relating to assets held in charitable trust, to procure a judgment in its favor by reason of the fact that such person is or was an Agent of the College, against expenses actually and reasonably incurred by such person in connection with the defense or settlement of such action if such person acted in good faith, in a manner such person believed to be in the best interests of the College and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. The determination of the Agent's conduct shall be made in accordance with Paragraph 11.5. No indemnification shall be made under this Paragraph 11.4:

- (a) In respect to any claim, issue or manner as to which such person shall have been adjudged to be liable to the College in the performance of such person's duty to the College, unless and only to the extent that the court in which such proceeding is or was pending shall determine upon application that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for the expenses which such court shall determine;
- (b) Of amounts paid in settling or otherwise disposing of a threatened or pending action, with or without court approval; or
- (c) Of expenses incurred in defending a threatened or pending action which is settled or otherwise disposed of without court approval, unless it is settled with the approval of the Attorney General.

11.5 Determination of Agent's Good Faith Conduct. Except as provided in Paragraph 11.2, any indemnification under this Article shall be made by the College only if authorized in the specific case, upon a determination that indemnification of the Agent is proper in the circumstances because the Agent has met the applicable standard of conduct set forth in Paragraphs 11.3 or 11.4, as applicable, by:

- (a) A majority vote of a quorum consisting of Trustees who are not parties to such proceeding; or
- (b) The court in which such proceeding is or was pending upon application made by the College or the Agent or the attorney or other person rendering services in connection with the defense, whether or not such application by the Agent, attorney or other person is opposed by the College.

11.6 Limitations. No indemnification or advance shall be made under this Article, except as provided in Paragraph 11.2 or 11.5(B), in any circumstances when it appears:

- (a) That the indemnification or advance would be inconsistent with a provision of the articles, bylaws, a resolution of the Trustees or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or
- (b) That the indemnification would be inconsistent with any condition expressly imposed by a court in approving a settlement.

11.7 Advance of Expenses. Expenses incurred in defending any proceeding may be advanced by the College prior to the final disposition of the proceeding upon receipt of an undertaking by or on behalf of the Agent to repay the amount of the advance unless it is determined ultimately that the Agent is entitled to be indemnified as authorized in this Article.

11.8 Contractual Rights of Non-Directors and Non-Officers. Nothing contained in this Article shall affect any right to indemnification to which persons other than Trustees and College Officers may be entitled by contract or otherwise.

11.9 Insurance. The Board of Trustees may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any Agent of the College against any liability asserted against or incurred by the Agent in such capacity or arising out of the Agent's status as such, whether or not the College would have the power to indemnify the Agent under Corporations Code section 5238; provided, however, that the College shall have no power to purchase and maintain such insurance to indemnify any Agent of the College for a violation of California Corporations Code section 5233 concerning self-dealing transactions.

11.10 Fiduciaries of Corporate Employee Benefit Plan. 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 be an Agent of the College as

defined in Paragraph 11.1. Nothing contained in this Article shall limit any right to indemnification to which such Trustee, investment manager, or other fiduciary may be entitled by contract or otherwise, which shall be enforceable to the extent permitted by applicable law.

XII. RECORDS, INSPECTIONS, EXECUTION OF INSTRUMENTS

12.1 Records. The College shall maintain the following (i) adequate and correct accounts, books, and records of its business and properties; (ii) Minutes of the proceedings of the Board and Board committees; and (iii) a record of each Trustee's name, and address. All such accounts, books, and, records shall be kept at its principal place of business.

12.2 Certification and Inspection of Records. Every Trustee shall have the absolute right at any reasonable time to inspect the books, records, documents of every kind, and physical properties of the College. The right of inspection includes the right to copy and make extracts of documents.

12.3 Checks and Notes. All checks, drafts, or other orders for payment of money, notes, or other evidences of indebtedness, issued in the name of or payable to the College, shall be signed or endorsed by such person or persons and in such manner as shall be determined from time to time by resolution of the Board.

12.4 Execution of Contracts. The Board, except otherwise provided herein, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the College. Such authority may be general or confined to specific instances. Such authority shall be reflected in a Board Resolution. Unless so authorized by the Board, no Officer, agent, or employee shall have any power or authority to bind the Corporation by any contract or engagement, or to pledge its credit, or to render it liable for any purpose or to any amount.

XIII. MISCELLANEOUS

13.1 Academic Year. The academic year of the College, which shall also be its fiscal year, shall begin July 1 and end the following June 30.

13.2 Rules of Procedure. *Robert's Rules of Order, Revised*, shall be the parliamentary authority for all matters of procedure not specifically covered in these Bylaws or required by applicable California law.

EXHIBIT 2

Lisa C. McCurdy
Tel 310.586.6512
mccurdy@gtlaw.com

April 16, 2021

VIA U.S. MAIL AND EMAIL

Dr. Elizabeth L. Hillman, President of Mills College
Office of the President
5000 Macarthur Blvd
Oakland CA 94613
Email: ebeth@mills.edu

Katie Sanborn, Mills College Board of Trustees, Chair
PO Box 2693
El Granada, CA 94018-2693
Email: ksanborn@mills.edu

Re: Mills College

Dear President Hillman and Chairperson Sanborn:

This firm represents the Alumnae Association of Mills College (“AAMC”), including in connection with recent announcements and actions taken with respect to the future of Mills College, a California nonprofit public benefit corporation.

As you are aware, the AAMC has grown increasingly troubled in recent weeks by what appears to be unilateral and unvetted decision-making and related communications by certain members of the College Board of Trustees and Officers of the College. We leave room for the possibility that there has been a breakdown in communication, which — though problematic in itself — should be rectifiable. To that end, we request information and confirmation regarding the following matters.

First, we write to request confirmation of the position of the President of the College and Board of Trustees. We understand that certain officers of the Board of Trustees, as well as the President of the College, are taking the position that the Board of Trustees has voted to close the college as of the end of the academic year 2023, approved a “Teach-Out Plan,” and determined that the College will no longer function as a degree-granting institution. This is not the understanding of the AAMC Board of Governors (including the Alumnae Trustees) as to what has been presented to, considered, voted on, and approved by the College Board of Trustees. Indeed, the materials we have reviewed, including proposed board resolutions, indicate that the Board of Trustees was, instead, asked to authorize (1) *development* of a so-called “Teach-Out

Plan” for further consideration by the Board; (2) the *design and development* of a Mills Institute (including the development of a mission, vision and operating plan) for further consideration by the Board; and (3) *discussions and negotiations* with representatives of UC Berkeley regarding Mills Institute for further consideration by the Board.

The scope of Board approval sought and obtained to date has been limited. Thus, communications following the March 4, 2021 Board of Trustees meeting stating that *decisions* have been made to, among other things, (1) shift away from being a degree-granting college, (2) cease enrollment of new first year students after fall 2021, and (3) cease conferring degrees, are shocking and contrary to the decisions actually made. The result of the messaging and the concomitant lack of transparency has the dual effect of breeding distrust and potentially forging a predetermined path forward for the College at the expense of other viable options.

Therefore, we request confirmation of the fact that, to date, the Board of Trustees of Mills College has approved only the *planning* and *evaluation/consideration* of options for the future of Mills; there has been no vote to approve a Teach-Out Plan, cease issuing degrees, or to close the College.

Second, and relatedly, we write to address certain irregularities concerning the handling of Board business, focusing on the March 4, 2021 Board meeting.

The Board Packet itself was circulated just three days prior to the meeting, with additional materials distributed after that. This limited time to review the materials is problematic, and the problem is compounded by the fact that a “consent agenda” procedure was utilized for non-routine (indeed, critical) items that typically would not be found on a consent agenda, and was being used during a time when more fulsome in-person meetings are unavailable because of the pandemic. In the instance of the March meeting, the meeting agenda does not identify any specific items for the Consent Agenda. Instead, the agenda indicates that “Proposed board resolutions” are a discussion item on the regular agenda. It is only on the Consent Agenda itself, much later in the Board packet, that there is any reference to highly substantive and obviously controversial matters having been placed on the Consent Agenda. The clear takeaway is that, intentionally or not, the Board of Trustees was not afforded the requisite opportunity to meaningfully consider and vote on items of monumental importance to the exercise of their fiduciary obligations.

Further, within that same Board Packet, by way of Consent Agenda Item No. 002, was a recommendation to approve certain amendments to the College Bylaws. However, the College Bylaws can be amended only if “notice of the proposed changes have been given to each member of the Board in or prior to the notice for the meeting,” which must have been given at least seven calendar days in advance of the meeting. No such notice was provided and, thus, there was no valid amendment to the College Bylaws at the March 4 meeting.

On this second point, therefore, we request (1) confirmation that the proposed College Bylaws amendments proposed at the March 4, 2021 Board meeting were not duly approved, and

Dr. Elizabeth L. Hillman, President of Mills College
Katie Sanborn, Mills College Board of Trustees, Chair
April 16, 2021
Page 3

(2) that the AAMC be provided with all policies, rules or orders adopted by the Board of Trustees (at any time) concerning the use of consent agendas/calendars.

Third, the AAMC renews its request for a meeting with the Board of Trustees to engage in meaningful discussion regarding concerns and the path forward for Mills. This request is in keeping with the letter and spirit of the 2017 Memorandum of Collaboration and Agreement between Mills College and the Alumnae Association of Mills College (2017 MOC), which calls for “[r]egular and open exchange of information” and “mutual transparency.” We also request that the AAMC be provided with (or, at a minimum, shown at the requested meeting) (1) any planning documents, committee reports, consultant reports, feasibility studies, term sheets or similar documents regarding any contemplated partnership or programming with UC Berkeley, the Mills Institute, the “Teach-Out Plan,” and (2) current financial statements for the College (audited or unaudited), including balance sheets, income statements, statement of cash flows, endowment statements, and budgets. We remind you that, pursuant to Cal. Corp. Code section 6334 and Article 12.2 of the Mills College Bylaws, all Trustees are entitled to inspect and copy such records upon request.

Finally, we note that the Articles of Incorporation of Mills College specify that a purpose of the College is “to grant to its students and other persons such honorary testimonials and confer such honors, degrees and diplomas as are granted or conferred by any university, college or seminary of learning in this State.” [Article Third.] We trust that the Board of Trustees intends to honor that purpose, history and tradition of Mills.

The AAMC reserves all rights in connection with these matters. We look forward to your prompt response regarding the above requests, no later than close of business on Wednesday, April 21, 2021.

Best regards,



Lisa C. McCurdy
Shareholder

EXHIBIT 3



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Tysons, VA 22102
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April 28, 2021

By Electronic Mail

Lisa C. McCurdy
Greenberg Traurig, LLP
1840 Century Park East, Suite 1900
Los Angeles, CA 90067
mccurdy@gtlaw.com

Re: Mills College

Dear Ms. McCurdy:

We represent Mills College ("Mills" or the "College") and are writing in response to your letter of April 16, 2021, sent on behalf of the Alumnae Association of Mills College ("AAMC"). Mills greatly values the input of the AAMC and that of all its alumnae. Indeed, most of the Trustees on the Mills Board of Trustees ("Board") are alumnae.

As you may know, the Board declared a financial emergency in May of 2017. Since that time, despite continual efforts to improve the College's financial position, including the adoption of a financial stabilization plan, restructured academic programs, expense reductions, efforts to monetize real estate and other assets, pursuit of philanthropic support, and pursuit of collaborations with other institutions, the College's structural deficits remain and enrollment has declined. The Board has thus determined that a teach-out plan should be developed, and it has directed and authorized the officers of the College to take appropriate action with respect thereto, including communication regarding the College's expectations going forward. As with all business of the College, development and execution of a teach-out plan proceeds subject to the ongoing direction and approval of the Board and its authorized committees. In the process of developing the teach-out plan, the Board and the College are seeking input from Mills stakeholders, including through the meeting with more than 300 Mills stakeholders on April 22, 2021, at which more than 30 shared their views.

The Board values the collaboration between the College and the AAMC as the Board charts a path in this challenging time. We will coordinate with you to arrange a meeting, subject to reasonable expectations and conditions, between representatives of the Board and representatives of the AAMC.

As to your questions regarding the operations of the Board, those are matters for the Trustees, not the AAMC.

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We believe that the Trustees are well aware of their duties and responsibilities. Mills hopes that all its stakeholders can work together to honor the College's educational mission, history and tradition in this period of necessary transition.

Sincerely,

A handwritten signature in dark ink, appearing to be 'N. Thomas Connally', written in a cursive style.

N. Thomas Connally

Partner
tom.connally@hoganlovells.com
D 703.610.6126

cc: Stephanie Gold, Hogan Lovells US LLP

EXHIBIT 4

From: mcurdyl@gtlaw.com
Sent: Wednesday, May 5, 2021 4:30 PM
To: Connally, N. Thomas
Subject: RE: Mills College

[EXTERNAL]

Tom,

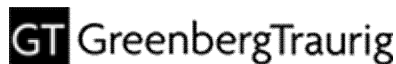
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4. Is the Mills Institute in development stages? If so, will a proposed plan for the Institute be brought back to the Board of Trustees for further vote?
5. Has the Board voted to remove any restrictions on endowed funds to be used in connection with the transition, be it the Teach Out Plan, Institute, or other planning related to the transition or any attendant aspect thereof?

Thank you,

Lisa C. McCurdy
Shareholder

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mcurdyl@gtlaw.com | www.gtlaw.com | [View GT Biography](#)



From: McCurdy, Lisa C. (Shld-LA-LT)
Sent: Thursday, April 29, 2021 9:22 AM

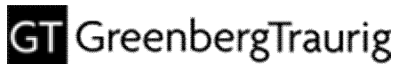
To: 'Connally, N. Thomas' <tom.connally@hoganlovells.com>

Subject: RE: Mills College

Yes, that's the one. Talk to you then.

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From: Connally, N. Thomas <tom.connally@hoganlovells.com>

Sent: Thursday, April 29, 2021 9:21 AM

To: McCurdy, Lisa C. (Shld-LA-LT) <mccurdyl@gtlaw.com>

Subject: RE: Mills College

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Sent: Thursday, April 29, 2021 12:20 PM

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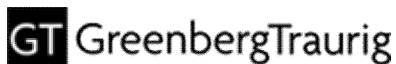
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[EXTERNAL]

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Cc: Gold, Stephanie J. <stephanie.gold@hoganlovells.com>
Subject: RE: Mills College

Lisa,

Please see the attached letter. Best, Tom

N. Thomas Connally
Practice Area Leader – Americas Litigation

Hogan Lovells US LLP
8350 Broad Street, 17th Floor
Tysons, VA 22102
Tel: +1 703 610 6100
Direct: +1 703 610 6126
Fax: +1 703 610 6200
Email: tom.connally@hoganlovells.com
www.hoganlovells.com

From: mccurdyl@gtlaw.com <mccurdyl@gtlaw.com>
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Subject: RE: Mills College

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Thank you and have a nice weekend,

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GT GreenbergTraurig



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Sent: Wednesday, April 21, 2021 4:50 PM
To: McCurdy, Lisa C. (Shld-LA-LT) <mccurdy@gtlaw.com>
Subject: Mills College

EXTERNAL TO GT

Dear Ms. McCurdy:

We represent Mills College. President Hillman and Chair Sanborn have received your letter of April 16, 2021. We are working to respond soon.

Best regards, Tom Connally

N. Thomas Connally

Practice Area Leader – Americas Litigation

Hogan Lovells US LLP

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Tel: +1 703 610 6100

Direct: +1 703 610 6126

Fax: +1 703 610 6200

Email: tom.connally@hoganlovells.com
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If you would like to know more about how we are managing the impact of the COVID-19 pandemic on our firm then take a look at our brief [Q&A](#). If you would like to know more about how to handle the COVID-19 issues facing your business then take a look at our [information hub](#).

About Hogan Lovells

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If you are not an intended recipient of confidential and privileged information in this email, please delete it, notify us immediately at postmaster@gtlaw.com, and do not use or disseminate the information.

EXHIBIT 5

From: Connally, N. Thomas
Sent: Thursday, May 13, 2021 8:10 AM
To: mcurdyl@gtlaw.com
Subject: Mills College--Responses to AAMC's questions
Attachments: Mills Response to AAMC Questions (002) (002) (002).pdf

Lisa,

Responses to the AAMC's questions are attached.

Best, Tom

From: mcurdyl@gtlaw.com <mcurdyl@gtlaw.com>
Sent: Wednesday, May 5, 2021 7:30 PM
To: Connally, N. Thomas <tom.connally@hoganlovells.com>
Subject: RE: Mills College

[EXTERNAL]

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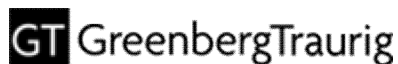
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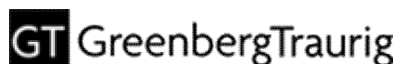


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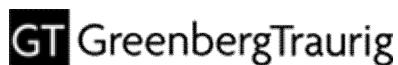
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Practice Area Leader – Americas Litigation

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If you are not an intended recipient of confidential and privileged information in this email, please delete it, notify us immediately at postmaster@gtlaw.com, and do not use or disseminate the information.

1. *Has the UC Berkeley at Mills First-Year Program been voted on and, if so, was the plan (or any attendant aspect of it) approved?*

As part of the College's Board-authorized ongoing collaboration with UC Berkeley, and the College's Board-authorized efforts to obtain new sources of revenue, the Board has been apprised of plans for the UC Berkeley Changemaker-Oakland program.

2. *February 24, 2021 Communications Framework states that "[f]or any communication involving institutional change, only actions approved by the Mills College Board of Trustees will be communicated." With that in mind:*
 - a. *Did the Board of Trustees vote to no longer enroll first year students after fall 2021?*

The Board declared a financial emergency for the College in May of 2017. Since that time the Board has made continual efforts to improve Mill's financial position, including through the adoption of a financial stabilization plan, restructured academic programs, expense reductions, efforts to monetize real estate (through an extensive assessment and development process as well as campus rentals and shared use) and other assets (IP addresses, cell phone towers, rare books, manuscripts, art) to support academic costs, pursuit of philanthropic support from foundations and individuals, and collaborations with a variety of public and private organizations. The Board has determined that these actions taken were insufficient to remedy the College's structural deficit and that enrollment has declined approximately 30% over the past five years. After careful consideration of the financial condition and market opportunities of the College, and in consultation with the College's advisors and administration, the Board determined that the College is suffering from a severe financial crisis that makes long-term operation in its current form unsustainable.

The Board therefore deemed it advisable to declare that the College remains in a state of financial emergency, and that it expects to begin an orderly teach-out process of all its academic programs beginning in academic year 2021-22 and a related wind-down of all its operations directly related to those programs (the "Teach Out"). The Board authorized the officers of the College to develop for further consideration by the Board a Teach Out Plan in accordance with regulations and requirements of WASC Senior College and University Commission, other accreditors, state regulators and the U.S. Department of Education, and taking into consideration the stakeholders of the College. The Teach Out Plan has not been fully developed and remains subject to the Board's further consideration. The Board authorized and approved the announcement of the expectations around the Teach Out Plan, including the expectation that the first-year class enrolled for 2021-22 would be the last first-year class enrolled at the College.

- b. *Did the Board of Trustees vote in favor of Mills transitioning to an Institute?*

The Board declared a financial emergency for the College in May of 2017. Since that time the Board has made continual efforts to improve Mill's financial position, including through the adoption of a financial stabilization plan, restructured academic programs, expense reductions, efforts to monetize real estate (through an extensive assessment and development process as well as campus rentals and shared use) and other assets (IP addresses, cell phone towers, rare books, manuscripts, art) to support academic costs, pursuit of philanthropic support from foundations and individuals, and collaborations with a variety of public and private organizations. The Board has determined that these actions taken were insufficient to remedy the College's structural deficit and that enrollment has declined approximately 30% over the past five years. After careful consideration of the financial condition and market

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The Board's approval was for the design and development of the Mills Institute. As the College previously announced, Mills' faculty, trustees, staff, students, alumnae, and other stakeholders across the College community are being asked to consider potential structures and programming for a Mills Institute. The Board has not approved a transition to a specific Mills Institute.

c. Did the Board of Trustees vote in favor of Mills transitioning to an institution that does not confer degrees?

The Board declared a financial emergency for the College in May of 2017. Since that time the Board has made continual efforts to improve Mill's financial position, including through the adoption of a financial stabilization plan, restructured academic programs, expense reductions, efforts to monetize real estate (through an extensive assessment and development process as well as campus rentals and shared use) and other assets (IP addresses, cell phone towers, rare books, manuscripts, art) to support academic costs, pursuit of philanthropic support from foundations and individuals, and collaborations with a variety of public and private organizations. The Board has determined that these actions taken were insufficient to remedy the College's structural deficit and that enrollment has declined approximately 30% over the past five years. After careful consideration of the financial condition and market opportunities of the College, and in consultation with the College's advisors and administration, the Board determined that the College is suffering from a severe financial crisis that makes long-term operation in its current form unsustainable.

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- d. *Has the Board of Trustees, in fact, decided that Mills role as a degree-granting college will end (or any attendant aspect of such a plan)?*

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4. *Is the Mills Institute in development stages? If so, will a proposed plan for the Institute be brought back to the Board of Trustees for further vote?*

The mission, vision and operations of the Mills Institute are still to be designed and developed. The Board has authorized the officers of the College to develop for further consideration by the Board a mission, vision and proposed operating plan that takes into account the mission and educational legacy of Mills College.

5. *Has the Board voted to remove any restrictions on endowed funds to be used in connection with the transition, be it the Teach Out Plan, Institute, or other planning related to the transition or any attendant aspect thereof?*

The Board has authorized the officers of the College to take appropriate action to effectuate its resolutions. At this time, the College has not sought, through appropriate legal process, to remove existing restrictions on any of its endowed funds. Were the College to take such action, it would follow all legal requirements, including all requirements to provide notice to and seek consent from the Attorney General of California.

EXHIBIT 6

From: mcurdyl@gtlaw.com
Sent: Thursday, May 6, 2021 4:42 PM
To: Connally, N. Thomas
Subject: RE: Mills College

[EXTERNAL]

Tom,

The Board of Governors of the Alumnae Association of Mills College has made a request for 30 minutes of time on the agenda at the upcoming Board of Trustees meeting (May 14th). The time would be divided by the AAMC, Save Mills, and UC MILLS for discussion of respective proposals regarding the future of the College. The request was submitted to Carrie Hall.

In addition to the below questions, we would appreciate your helping facilitate the addition of this agenda item.

Thank you,

Lisa C. McCurdy
Shareholder

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Sent: Wednesday, May 5, 2021 4:30 PM
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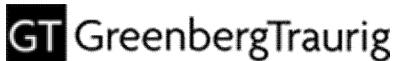


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Sent: Thursday, April 29, 2021 9:22 AM
To: 'Connally, N. Thomas' <tom.connally@hoganlovells.com>
Subject: RE: Mills College

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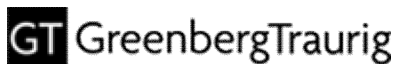
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[EXTERNAL]

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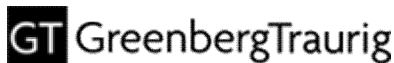
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EXHIBIT 7

From: mccurdyl@gtlaw.com
Sent: Friday, May 7, 2021 2:49 PM
To: Connally, N. Thomas
Subject: RE: Mills College

[EXTERNAL]

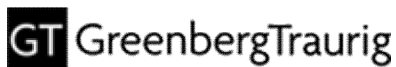
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To: Connally, N. Thomas <tom.connally@hoganlovells.com>
Subject: RE: Mills College

[EXTERNAL]

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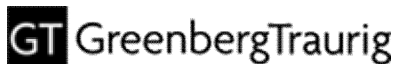
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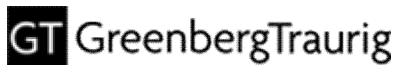


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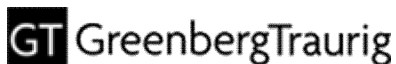
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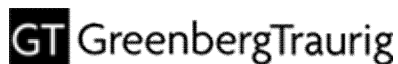
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EXHIBIT 8

From: Connally, N. Thomas
Sent: Tuesday, May 18, 2021 2:07 PM
To: mcurdyl@gtlaw.com
Subject: Mills College

Lisa,

I am writing to touch base on two matters.

First, did you want to discuss further another potential meeting?

Second, many of the Trustees are receiving mail at their home addresses that seems designed to harass and intimidate them. It's not clear, but it appears these mailings are coordinated. While we understand emotions are strong here, I think we can all agree that kind of conduct is unproductive and inconsistent with the passionate but respectful debate that the Mills community is known for.

Perhaps the leadership of the AAMC—and UC Mills and Save Mills if you are in contact with them—could make some kind of statement rejecting such conduct?

Thanks, Tom

From: mcurdyl@gtlaw.com <mcurdyl@gtlaw.com>
Sent: Friday, May 7, 2021 5:49 PM
To: Connally, N. Thomas <tom.connally@hoganlovells.com>
Subject: RE: Mills College

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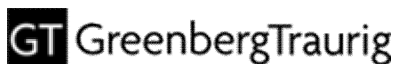
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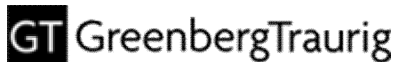
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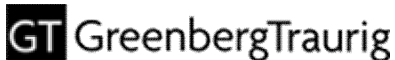


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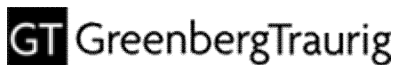
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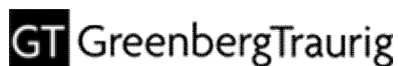
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EXHIBIT 9

From: mccurdyl@gtlaw.com
Sent: Tuesday, June 1, 2021 10:44 AM
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[EXTERNAL]

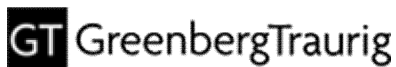
Tom,

As I imagine you're aware, President Hillman has reached out to certain of the trustees/alumnae trustees to potentially schedule a "facilitated conversation." The suggestion will be considered, but we will table it for now; there is a general sense, based on meetings and discussions to date, that such a conversation would not be productive.

Thank you,

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From: Connally, N. Thomas <tom.connally@hoganlovells.com>
Sent: Tuesday, May 18, 2021 2:07 PM
To: McCurdy, Lisa C. (Shld-LA-LT) <mccurdyl@gtlaw.com>
Subject: Mills College

Lisa,

I am writing to touch base on two matters.

First, did you want to discuss further another potential meeting?

Second, many of the Trustees are receiving mail at their home addresses that seems designed to harass and intimidate them. It's not clear, but it appears these mailings are coordinated. While we understand emotions are strong here, I think we can all agree that kind of conduct is unproductive and inconsistent with the passionate but respectful debate that the Mills community is known for.

Perhaps the leadership of the AAMC—and UC Mills and Save Mills if you are in contact with them—could make some kind of statement rejecting such conduct?

Thanks, Tom

From: mccurdyl@gtlaw.com <mccurdyl@gtlaw.com>
Sent: Friday, May 7, 2021 5:49 PM
To: Connally, N. Thomas <tom.connally@hoganlovells.com>
Subject: RE: Mills College

[EXTERNAL]

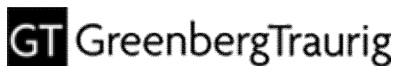
Tom,

This is in addition to the meeting you and I discussed, which would be between the Board of Trustees and certain members/representatives of the AAMC. Yes, they are intending to make proposals for the board's consideration; I was copied on an email this afternoon from Carrie Hall saying that time has been set aside.

Thank you,

Lisa C. McCurdy
Shareholder

Greenberg Traurig, LLP
1840 Century Park East | Suite 1900 | Los Angeles, CA 90067-2121
T +1 310.586.6512 | F +1 310.586.0212
mccurdyl@gtlaw.com | www.gtlaw.com | [View GT Biography](#)



From: Connally, N. Thomas <tom.connally@hoganlovells.com>
Sent: Friday, May 7, 2021 12:35 PM
To: McCurdy, Lisa C. (Shld-LA-LT) <mccurdyl@gtlaw.com>
Subject: RE: Mills College

Lisa, Is this request to present to the Board in lieu of, or in addition to, the AAMC's request for a meeting? Are the AAMC, Save Mills and UC Mills intending to make proposals? Thanks, Tom

From: mccurdyl@gtlaw.com <mccurdyl@gtlaw.com>
Sent: Thursday, May 6, 2021 7:42 PM
To: Connally, N. Thomas <tom.connally@hoganlovells.com>
Subject: RE: Mills College

[EXTERNAL]

Tom,

The Board of Governors of the Alumnae Association of Mills College has made a request for 30 minutes of time on the agenda at the upcoming Board of Trustees meeting (May 14th). The time would be divided by the AAMC, Save Mills, and UC MILLS for discussion of respective proposals regarding the future of the College. The request was submitted to Carrie Hall.

In addition to the below questions, we would appreciate your helping facilitate the addition of this agenda item.

Thank you,

Lisa C. McCurdy
Shareholder

Greenberg Traurig, LLP
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T +1 310.586.6512 | F +1 310.586.0212
mccurdyl@gtlaw.com | www.gtlaw.com | [View GT Biography](#)



From: McCurdy, Lisa C. (Shld-LA-LT)
Sent: Wednesday, May 5, 2021 4:30 PM
To: 'Connally, N. Thomas' <tom.connally@hoganlovells.com>
Subject: RE: Mills College

Tom,

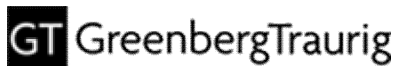
Further to our call last Friday, below is a list of questions pertaining to the status of the College and the decisions that have been made. We look forward to responses to these questions and further discussions regarding a potential meeting.

1. Has the UC Berkeley at Mills First-Year Program been voted on and, if so, was the plan (or any attendant aspect of it) approved?
2. February 24, 2021 Communications Framework states that “[f]or any communication involving institutional change, only actions approved by the Mills College Board of Trustees will be communicated.” With that in mind:
 - a. Did the Board of Trustees vote to no longer enroll first year students after fall 2021?
 - b. Did the Board of Trustees vote to in favor of Mills transitioning to an Institute?
 - c. Did the Board of Trustees vote in favor of Mills transitioning to an institution that does not confer degrees?
 - d. Has the Board of Trustees, in fact, decided that Mills role as a degree-granting college will end (or any attendant aspect of such a plan)?
3. Has the Board of Trustees voted in favor of a so-called Teach Out Plan (or any attendant aspect of such a plan)? Or, is the so-called Teach Out Plan in development stages? If in the development stages, will the Plan be brought back to the Board of Trustees for further vote?
4. Is the Mills Institute in development stages? If so, will a proposed plan for the Institute be brought back to the Board of Trustees for further vote?
5. Has the Board voted to remove any restrictions on endowed funds to be used in connection with the transition, be it the Teach Out Plan, Institute, or other planning related to the transition or any attendant aspect thereof?

Thank you,

Lisa C. McCurdy
Shareholder

Greenberg Traurig, LLP
1840 Century Park East | Suite 1900 | Los Angeles, CA 90067-2121
T +1 310.586.6512 | F +1 310.586.0212
mccurdyl@gtlaw.com | www.gtlaw.com | [View GT Biography](#)

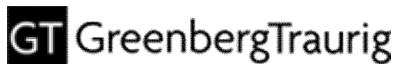


From: McCurdy, Lisa C. (Shld-LA-LT)
Sent: Thursday, April 29, 2021 9:22 AM
To: 'Connally, N. Thomas' <tom.connally@hoganlovells.com>
Subject: RE: Mills College

Yes, that's the one. Talk to you then.

Lisa C. McCurdy
Shareholder

Greenberg Traurig, LLP
1840 Century Park East | Suite 1900 | Los Angeles, CA 90067-2121
T +1 310.586.6512 | F +1 310.586.0212
mccurdyl@gtlaw.com | www.gtlaw.com | [View GT Biography](#)



From: Connally, N. Thomas <tom.connally@hoganlovells.com>
Sent: Thursday, April 29, 2021 9:21 AM
To: McCurdy, Lisa C. (Shld-LA-LT) <mccurdyl@gtlaw.com>
Subject: RE: Mills College

Great. I'll call you then. Number below work?

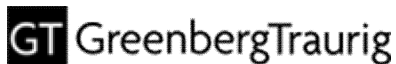
From: mccurdyl@gtlaw.com <mccurdyl@gtlaw.com>
Sent: Thursday, April 29, 2021 12:20 PM
To: Connally, N. Thomas <tom.connally@hoganlovells.com>
Subject: RE: Mills College

[EXTERNAL]

Tom, tomorrow I am available any time from 12:00 PM – 1:30 PM. Shall we say noon?

Lisa C. McCurdy
Shareholder

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mccurdyl@gtlaw.com | www.gtlaw.com | [View GT Biography](#)



From: Connally, N. Thomas <tom.connally@hoganlovells.com>
Sent: Thursday, April 29, 2021 8:52 AM
To: McCurdy, Lisa C. (Shld-LA-LT) <mccurdyl@gtlaw.com>
Subject: Mills College

Lisa, I'm out of the office today, but have availability to touch base tomorrow between 11-2 PDT. Would you have time then to talk? Thanks, Tom

From: Connally, N. Thomas
Sent: Wednesday, April 28, 2021 2:54 PM
To: 'mccurdyl@gtlaw.com' <mccurdyl@gtlaw.com>
Cc: Gold, Stephanie J. <stephanie.gold@hoganlovells.com>
Subject: RE: Mills College

Lisa,

Please see the attached letter. Best, Tom

N. Thomas Connally
Practice Area Leader – Americas Litigation

Hogan Lovells US LLP
8350 Broad Street, 17th Floor
Tysons, VA 22102
Tel: +1 703 610 6100
Direct: +1 703 610 6126
Fax: +1 703 610 6200
Email: tom.connally@hoganlovells.com
www.hoganlovells.com

From: mccurdyl@gtlaw.com <mccurdyl@gtlaw.com>
Sent: Friday, April 23, 2021 6:50 PM
To: Connally, N. Thomas <tom.connally@hoganlovells.com>
Subject: RE: Mills College

[EXTERNAL]

Tom,

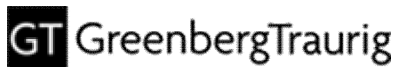
Thank you for your email; following up on it, can you give me a sense of when we can expect a response to our letter?

Thank you and have a nice weekend,

Lisa

Lisa C. McCurdy
Shareholder

Greenberg Traurig, LLP
1840 Century Park East | Suite 1900 | Los Angeles, CA 90067-2121



From: Connally, N. Thomas <tom.connally@hoganlovells.com>
Sent: Wednesday, April 21, 2021 4:50 PM
To: McCurdy, Lisa C. (Shld-LA-LT) <mccurdyl@gtlaw.com>
Subject: Mills College

EXTERNAL TO GT

Dear Ms. McCurdy:

We represent Mills College. President Hillman and Chair Sanborn have received your letter of April 16, 2021. We are working to respond soon.

Best regards, Tom Connally

N. Thomas Connally

Practice Area Leader – Americas Litigation

Hogan Lovells US LLP

8350 Broad Street, 17th Floor
Tysons, VA 22102

Tel: +1 703 610 6100

Direct: +1 703 610 6126

Fax: +1 703 610 6200

Email: tom.connally@hoganlovells.com
www.hoganlovells.com

If you would like to know more about how we are managing the impact of the COVID-19 pandemic on our firm then take a look at our brief [Q&A](#). If you would like to know more about how to handle the COVID-19 issues facing your business then take a look at our [information hub](#).

About Hogan Lovells

Hogan Lovells is an international legal practice that includes Hogan Lovells US LLP and Hogan Lovells International LLP. For more information, see www.hoganlovells.com.

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If you are not an intended recipient of confidential and privileged information in this email, please delete it, notify us immediately at postmaster@gtlaw.com, and do not use or disseminate the information.

EXHIBIT 10

From: **Viji Nakka-Cammauf** <vijinakka@mills.edu>

Date: Thu, Jun 17, 2021 at 7:43 PM

Subject: Meeting

To: Carrie Hall <cmilliga@mills.edu>

Dear Carrie:

We accept the invitation for, and hereby request, a meeting with President Hillman, Katie Sanborn, myself, and Alumnae Trustees Debi Wood, Adrienne Foster and Tara Singh.

We would like to request the meeting in order to discuss various concerns we have regarding the future of Mills and the items we are being asked to consider as trustees and fiduciaries of the College. **We would like to schedule this meeting to take place as soon as possible, on either Friday, June 25, or Monday, June 28.** In advance of the meeting, we also request that we be provided with the following information and documentation that we in good faith need in order to exercise our fiduciary duties to act in the best interest of Mills and evaluate the matters being presented to us for consideration and vote:

1. A copy of materials provided to each of the potential Mills partners, including but limited to UC Berkeley and Northeastern;
2. A copy of all correspondence sent to each of the potential Mills partners;
3. A timeline of interactions and communications with Northeastern and any other potential partners;
4. A list of all institutions/entities contacted regarding potential future partnership with the College and all materials provided to any of them;
5. Relatedly, a list of other potential partners who have come forward since the March 2021 announcement;
6. Any assessments/reports pertaining to the recommendation to close/Teach Out;
7. Weekly or monthly cashflow projections for Fiscal Years 2022, 2023, and 2024, adjusted for 7% endowment payout and \$15 million endowment loan;
8. Bank statements for the last 3 years;
9. Recent communications with First Republic Bank;
10. detailed projections of insurance monies due, HEERF draw down, and other assistance either already granted to available to the College;
11. Comprehensive list of Mills assets and valuations, including catalog of assets and insured items of Mills College Art Museum; and catalog of assets and insured items of Center for Contemporary Music;
12. any correspondence with Christie's in relation to estimating a financial value of Mills' assets, such as Diego Rivera Mother and Child, 2 Matisse Paintings, Moholy-Nagy, and Ruffino Tamayo;
13. any Correspondence with Governor Gavin Newsom, Lieutenant Governor Eleni Kounalakis, Attorney General Rob Bonta, or Congresswoman Barbara Lee related to the teach out or future of the College;
14. any correspondence with WSCUC since the March 4, 2021 Board Meeting;
15. details of marketing and advertising efforts since June 2020 for enrollment;
16. conflict of interest statements from all board members;
17. details of Mills College Portfolio (MICL) Public and Private Equity positions, marked to market;

18. details of all transactions within Mills Portfolio Accounts since Hall Capital took over in 2010 and details of what Hall Capital has done since being granted Power of Attorney;
19. minutes, board packets, and other notes from the Subcommittee on Negotiations;
20. minutes and board packets of the following Mills-UCB Committees: Mills-UCB Joint Steering Committee, Adjunct Faculty Working Group, Mills Transition and Accreditation Team, and Student Transition Team;
21. details of business continuity or other related insurance policies that pay out in the event of unexpected circumstances; detailed cost estimates for ADA Compliance Phase 3, for seismic compliance; and for sewer tunnel maintenance.

Please let us know, no later than Monday, June 21, whether the meeting will take place and whether the College will provide us with the information we have requested here.

Thanks.

Warmly.

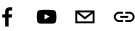
Viji Nakka-Cammauf

Debi Wood

Adrienne Foster

Tara Singh

EXHIBIT 11



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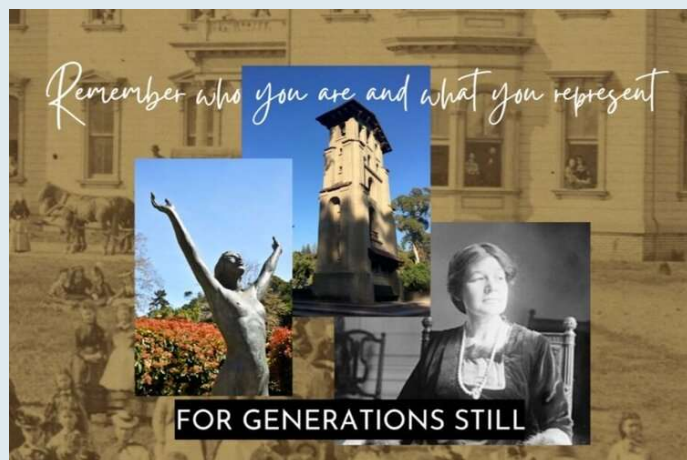
Breaking News:

Alumnae Trustees Sue Mills for Information They Need to Help Decide the College's Future

[About the Lawsuit](#)

Representatives of the Alumnae Association of Mills College (AAMC) who serve on the Mills College Board of Trustees say they and other trustees have not been granted the information they need to make informed decisions regarding the future of Mills College, including decisions leading to a [March 2021 announcement](#) that the College would stop functioning as a degree-granting college and become a "Mills Institute."

With support from the AAMC, these representatives filed a lawsuit in Alameda County Superior Court to gain access to information.



For Generations Still

AAMC's campaign for the future of Mills College

For Generations Still, a campaign of the Alumnae Association of Mills College (AAMC), seeks to strengthen our association to pursue several key goals:

- To better serve our members in the years to come;
- To advocate for transparency in decision-making about the College's future; and
- To keep Mills true to its values as a college dedicated to women's leadership, gender and racial equity, and social justice.

The campaign seeks to raise \$5 million from at least 5,000 alumnae and friends by the end of summer 2021. With these funds, the AAMC will invest in the following:

- Legal action to fight for transparency and shared governance in decision-making about the College's future; and
- Build AAMC staffing and systems to ensure the association can thrive as an independent organization serving Mills alumnae and students—now and in the future.

[Learn more about For Generations Still](#)


Mills is now blocking AAMC communication with alums

Mills College administrators, who control our shared email and website platform, have blocked content related to the alumnae trustees' lawsuit against Mills. They deleted our online archive of documents and town hall recordings related to the Mills transition — beginning with news of the College's partnership talks with UC Berkeley in 2020. As soon as we are able, the AAMC will re-create its Mills transition webpage on this site.

The main AAMC website still resides at aamc.mills.edu, which has more detailed information about the AAMC!

[Visit aamc.mills.edu](http://aamc.mills.edu)



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[Alumnae Trustees' Lawsuit](#) [For Generations Still Campaign](#) [Mills Transition](#) [Join Mailing List](#) [Merchandise](#)

Join Our Mailing List

Mills College controls our shared email platform and has blocked us from sending messages related to the lawsuit to our membership. We need alums to subscribe so we can keep you up-to-date about what's happening with the AAMC.

Sign up to receive news and updates from the AAMC.

Subscribe



AAMC Merchandise

Purchase a keepsake that shows your pride in being a Mills alumna from the Alumnae Association of Mills College



Donate

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Alumnae Association of Mills College

Founded in 1879, the Alumnae Association of Mills College (AAMC) is an independent nonprofit organization that promotes the interests of Mills College alumnae—who number more than 26,000—through action, information, and lifelong connections and learning. We link students and alumnae, help plan Reunion and other events that bring alumnae together, celebrate the outstanding achievements of Mills alumnae, and elect representatives to the Mills College Board of Trustees. We encourage the growth of Mills as an undergraduate college for women and gender nonbinary students and a graduate institution for all genders.

Donate to the AAMC

Contact

5000 MacArthur Blvd. MB #86
Oakland, CA 94613
aamc@mills.edu
[510-430-2110](tel:510-430-2110)



EXHIBIT 12



Hogan Lovells US LLP
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17th Floor
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T +1 703 610 6100
F +1 703 610 6200
www.hoganlovells.com

June 30, 2021

By Electronic Mail

Lisa C. McCurdy
Layal Bishara
Greenberg Traurig, LLP
1840 Century Park East, Suite 1900
Los Angeles, CA 90067

Re: Mills College – Lawsuit

Dear Ms. McCurdy and Ms. Bishara:

As you know, we represent Mills College (“Mills” or the “College”). You previously informed us that you represent the Alumnae Association of Mills College (“AAMC”). Having received on Friday evening, June 25, a copy of a previously undisclosed lawsuit (“Lawsuit”) you filed on June 7 on behalf of four Trustees on the Board of the College, we now understand you also represent those Plaintiff-Trustees (Dr. Viji Nakka-Cammauf, Deborah Wood, Tara Singh, and Dr. Adrienne Foster) in their individual capacities as Trustees of the College (the “Plaintiff-Trustees”).

In your e-mail sent on June 25, you have asked us to accept service on behalf of each of the defendants. On behalf of the College and its officers, we expect to execute and return the Notices of Acknowledgement and Receipt within the statutory timeframe. We will respond further regarding the individual Trustee-Defendants.

As to the Plaintiff-Trustees’ request for more information asserted in the Lawsuit filed on June 7, we are aware of only one outstanding request sent by the Plaintiff-Trustees the evening of June 17, after the Board of Trustees meeting that day had ended. That request, attached hereto, seeks 21 broad categories of documents, and accepts the College’s prior invitation to meet. The College has provided a preliminary response and will provide a further response soon. If there are other requests made by the Plaintiff-Trustees that you believe are outstanding, please let us know.

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\\NORTHVA - 770983/000001 - 1306152 v1

Mills sends this letter reserving and without waiving all rights and remedies.

Sincerely,

A handwritten signature in black ink, appearing to be 'N. Thomas Connally', written in a cursive style.

N. Thomas Connally

Partner
tom.connally@hoganlovells.com
D 703.610.6126

Enclosure

cc: Stephanie Gold, Hogan Lovells US LLP

From: **Viji Nakka-Cammauf** <vijinakka@mills.edu>

Date: Thu, Jun 17, 2021 at 7:43 PM

Subject: Meeting

To: Carrie Hall <cmilliga@mills.edu>

Dear Carrie:

We accept the invitation for, and hereby request, a meeting with President Hillman, Katie Sanborn, myself, and Alumnae Trustees Debi Wood, Adrienne Foster and Tara Singh.

We would like to request the meeting in order to discuss various concerns we have regarding the future of Mills and the items we are being asked to consider as trustees and fiduciaries of the College. **We would like to schedule this meeting to take place as soon as possible, on either Friday, June 25, or Monday, June 28.** In advance of the meeting, we also request that we be provided with the following information and documentation that we in good faith need in order to exercise our fiduciary duties to act in the best interest of Mills and evaluate the matters being presented to us for consideration and vote:

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2. A copy of all correspondence sent to each of the potential Mills partners;
3. A timeline of interactions and communications with Northeastern and any other potential partners;
4. A list of all institutions/entities contacted regarding potential future partnership with the College and all materials provided to any of them;
5. Relatedly, a list of other potential partners who have come forward since the March 2021 announcement;
6. Any assessments/reports pertaining to the recommendation to close/Teach Out;
7. Weekly or monthly cashflow projections for Fiscal Years 2022, 2023, and 2024, adjusted for 7% endowment payout and \$15 million endowment loan;
8. Bank statements for the last 3 years;
9. Recent communications with First Republic Bank;
10. detailed projections of insurance monies due, HEERF draw down, and other assistance either already granted to available to the College;
11. Comprehensive list of Mills assets and valuations, including catalog of assets and insured items of Mills College Art Museum; and catalog of assets and insured items of Center for Contemporary Music;
12. any correspondence with Christie's in relation to estimating a financial value of Mills' assets, such as Diego Rivera Mother and Child, 2 Matisse Paintings, Moholy-Nagy, and Ruffino Tamayo;
13. any Correspondence with Governor Gavin Newsom, Lieutenant Governor Eleni Kounalakis, Attorney General Rob Bonta, or Congresswoman Barbara Lee related to the teach out or future of the College;
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18. details of all transactions within Mills Portfolio Accounts since Hall Capital took over in 2010 and details of what Hall Capital has done since being granted Power of Attorney;
19. minutes, board packets, and other notes from the Subcommittee on Negotiations;
20. minutes and board packets of the following Mills-UCB Committees: Mills-UCB Joint Steering Committee, Adjunct Faculty Working Group, Mills Transition and Accreditation Team, and Student Transition Team;
21. details of business continuity or other related insurance policies that pay out in the event of unexpected circumstances; detailed cost estimates for ADA Compliance Phase 3, for seismic compliance; and for sewer tunnel maintenance.

Please let us know, no later than Monday, June 21, whether the meeting will take place and whether the College will provide us with the information we have requested here.

Thanks.

Warmly.

Viji Nakka-Cammauf

Debi Wood

Adrienne Foster

Tara Singh

EXHIBIT 13

June 30, 2021

By Electronic Mail

Lisa C. McCurdy
Layal Bishara
Greenberg Traurig, LLP
1840 Century Park East, Suite 1900
Los Angeles, CA 90067

Re: Mills College – Cease and Desist Disclosure of Confidential Information

Dear Ms. McCurdy and Ms. Bishara:

As you know, we represent Mills College (“Mills” or the “College”). You previously informed us that you represent the Alumnae Association of Mills College (“AAMC”). Having received on Friday evening, June 25, a copy of a previously undisclosed lawsuit you filed on June 7 on behalf of four Trustees on the Board of the College, we now understand you also represent those Plaintiff-Trustees (Dr. Viji Nakka-Cammauf, Deborah Wood, Tara Singh, and Dr. Adrienne Foster) in their individual capacities as Trustees of the College (the “Plaintiff-Trustees”). The College is not addressing the lawsuit, its claims, or its legitimacy in this letter.

It has come to the College’s attention that one or more of the Plaintiff-Trustees admittedly has shared with the AAMC confidential information regarding the College’s discussions with other institutions—discussions subject to non-disclosure agreements. Such disclosure is a breach of the Plaintiff-Trustees’ fiduciary duties to the College and their Statement of Commitment and Responsibilities of Board Members, hinders the College’s ability to negotiate and explore options, and exposes the College to potential liability. In addition, it appears that one or more of the Plaintiff-Trustees also has shared with the AAMC confidential communications from the College to its Trustees. This is likewise a breach of duty and hinders the ability of the College and the Trustees to communicate with each other openly and effectively. These breaches of duty by the Plaintiff-Trustees are inimical to the best interests of the College and the educational mission that it serves.

While the AAMC designated the Plaintiff-Trustees for appointment to the Board of the College, the fiduciary duties of the Plaintiff-Trustees (including their duties of loyalty and confidentiality) are no different than any other Trustee of the College. When acting as Trustees of the College, they must comply with the same standard of care as other Trustees and cannot put the AAMC above the College or the AAMC’s particular interests or agenda first. The AAMC is not in and of itself a Trustee of the College and the duties of the Plaintiff-Trustees do not run to or through the AAMC.

Information and documents made available to the Trustees are, unless otherwise indicated, confidential. The same is true with respect to communications between and among the College and its Trustees. The Plaintiff-Trustees must cease and desist further disclosure of confidential College information outside the Board, including to the AAMC. Should such improper disclosure re-occur, the College will have to take further measures to protect its interests.

Furthermore, we do not understand how you and your firm are in a position to represent the AAMC and the Plaintiff-Trustees, as the Plaintiff-Trustees may very well share confidential information of the College with you—information that by extension you cannot share with the AAMC or use in connection with your advice to the AAMC.

Please confirm that the Plaintiff-Trustees will cease and desist from further disclosure of confidential College information to the AAMC, and that you will not share or use any confidential College information that you may learn in your representation of the Plaintiff-Trustees with the AAMC.

Mills sends this letter reserving and without waiving all rights and remedies.

Sincerely,



N. Thomas Connally

Partner
tom.connally@hoganlovells.com
D 703.610.6126

cc: Stephanie Gold, Hogan Lovells US LLP

EXHIBIT 14

July 3, 2021

Elizabeth Hillman
President
Katie Sanborn
Chair
Board of Trustees
Mills College
5000 MacArthur Boulevard
Oakland, California 94613

Dear President Hillman and Chair Sanborn:

We, Adrienne Foster and Deborah Wood, are submitting this letter as notification of our withdrawal from the lawsuit/complaint, Dr. Viji Nakka-Cammauf, et al. vs Dr. Elizabeth Hillman, et al. effective immediately.

We must state our discomfort with the aggressive tone and actions surrounding this lawsuit. This discomfort adds another dimension of discord and divisiveness between the AAMC and Mills College, which only serves to exacerbate the fundamental problems of the College's crisis.

Together, we remain faithful to Mills College and the AAMC as we continue to uphold our responsibilities as Alumnae Trustees and Governors, continuing to be problem solvers and good stewards of both bodies.

Sincerely,



Adrienne Foster



Deborah Wood

EXHIBIT 15

Lisa C. McCurdy
Tel 310.586.6512
mccurdy@gtlaw.com

July 7, 2021

VIA U.S. MAIL AND EMAIL

N. Thomas Connally
Hogan Lovells US LLP
8350 Broad St., 17th Floor
Tysons, VA 22102
tom.connally@hoganlovells.com

Re: Mills College

Dear Mr. Connally,

We are in receipt of your June 30, 2021 letters. We write to address several issues identified therein.

First, as an initial matter, we appreciate your agreeing to accept service on behalf of the College and its officers. As to the individual trustee-Defendants, we look forward to your further prompt response so that we may proceed with personal service if needed.

Second, we note that your letter regarding the “Cease and Desist Disclosure of Confidential Information” includes various veiled threats and accusations; they are not well taken. As we made clear to you from the outset, we represent the AAMC, which also includes individuals who sit on the College Board of Directors. This should come of no surprise to you. Any insinuation that we are unable to fully and adequately represent all of our clients, or that our clients have wrongfully disclosed allegedly confidential information, is patently false and completely unsupported by fact or reason. In the same vein, we ask that you please confirm whether your firm will purport to represent not only the College, but also its President and the individually named Defendants who sit on the Board of Trustees. If this is the case, please know that the irony of your accusation is not lost on us.

Third, we are puzzled by your reference to “confidential” information subject to non-disclosure agreements; our clients are not aware of any non-disclosure agreements nor have they signed any such agreements. Please inform us as to what agreements you are referring to, if any. Further, we are seeking clarity as to what exactly you believe constitutes confidential information. Is it your position that any and all information shared during Board of Trustee meetings is confidential and cannot be shared with any other constituency or interested party, including but not limited to the AAMC? If this is the case, please provide your basis for this

N. Thomas Connally

July 7, 2021

Page 2

position. Additionally, we understand that the Board of Trustees has been holding meetings and excluding Plaintiffs in order to have legal strategy discussions, but that there are individuals, including individual Board members, present at these meetings who are neither Plaintiffs nor Defendants in the action. We note that such meetings must lead to disclosures of “confidential” information, and potentially a waiver of the attorney-client privilege.

Next, we are informed that the College has attempted to block, and has blocked, our clients from communicating with the alumnae of the College. On what basis do your clients believe they have the right to stifle our clients’ communications with the very individuals whose interests they represent?

Lastly, you noted in your letter regarding the lawsuit that “the College will provide a further response [to Plaintiffs’ requests] soon.” Enough time has passed. We expect a response no later than close of business on Friday, July 9, in response to the full request for information submitted by our clients, including not limited to whether the documents and information will be provided and identification of any item as to which there is no responsive information and/or documentation. Again, as described in the Complaint, our clients are unequivocally entitled to this information and documents.

Our clients reserve all rights in connection with these matters. We look forward to your prompt response.

Best regards,



Lisa C. McCurdy
Shareholder

EXHIBIT 16



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Tysons, VA 22102
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July 14, 2021

By Electronic Mail

Lisa C. McCurdy
Layal Bishara
Greenberg Traurig, LLP
1840 Century Park East, Suite 1900
Los Angeles, CA 90067

Re: *Nakka-Cammauf, et al. v. Hillman, et al.* (the “Lawsuit”)

Dear Ms. McCurdy and Ms. Bishara:

We write in response to your letter dated July 7, 2021 (“July 7 Letter”). We represent Mills College (“Mills” or the “College”) and its officers named as defendants in the Lawsuit.

Withdrawal of Plaintiff-Trustees. We trust you have seen the enclosed July 3 letter from plaintiffs Dr. Adrienne Foster and Deborah Wood providing notice to the defendants that they are withdrawing from the Lawsuit. We were surprised that there was no mention of this withdrawal in your letter sent on July 7. Please let us know how and when you intend to make an appropriate filing with the Court to reflect this withdrawal. We further note that plaintiff Tara Singh is no longer a Trustee of the College, as her term expired on June 30. Because Ms. Singh is no longer a Trustee, she has no standing to make demands as a Trustee for further records or information from the College. It thus appears that the only remaining Plaintiff-Trustee is Dr. Nakka-Cammauf, who is just one of 23 current voting Trustees of the College.

We believe the Lawsuit is factually incorrect and legally mistaken. As a prime example, we are aware of only one outstanding request¹ for information from the Plaintiff-Trustees: an e-mail sent the evening of June 17, ten days *after* the Lawsuit was filed and *after* that day’s Board meeting, at which pursuit of the alliance with Northeastern was approved. Our June 30 letter asked for confirmation of this fact—a request ignored in your letter.

Setting aside the lack of factual and legal merit, we are at a loss to understand what Dr. Nakka-Cammauf would hope to accomplish moving forward with the Lawsuit. The Trustees voted overwhelmingly in favor of pursuing the promising path the College is now on with Northeastern. This alliance, if realized, accomplishes so many of the stated goals of the AAMC and other constituents of the College. Dr. Nakka-Cammauf did not oppose the Board’s June 17 resolution to pursue the alliance with Northeastern, and it would not have changed the Board’s decision if she had. Beyond the Plaintiff-

¹ Ms. Singh did submit several detailed questions by e-mail dated May 3, to which the College provided fulsome responses to her and all the Trustees on May 13.

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Trustees, the other Trustees, most of whom are also alumnae of the College, are confident in the ample sufficiency of the information they have received and considered in their deliberative process.

So the Lawsuit seems like an unfortunate waste of scarce resources in a challenging time, adding, as Dr. Foster and Ms. Wood stated in the enclosed letter, “another dimension of discord and divisiveness between the AAMC and Mills College, which only serves to exacerbate the fundamental problems of the College’s crisis.”

Plaintiff-Trustees’ Duties as Trustees Run to the College, Not the AAMC. We once again make clear that, as Trustees of the College (the capacity in which they seek relief in the Lawsuit), the Plaintiff-Trustees’ fiduciary duties (including their duties of loyalty and confidentiality) are to the College, not to the AAMC.

In charting the path forward since the declaration of financial emergency in May 2017, the Board has been open with, and welcomed input from, all the constituents in the Mills community, including the AAMC. The College has conducted numerous town halls and other information sessions. In addition to many other disclosures and presentations of financial information, the College has posted its most recent five years of audited financial statements on its public website. And the AAMC, Save Mills and UC Mills were invited to make presentations to the Board regarding their goals and desires for future of the College.

But the Board of Trustees alone has the legal responsibility to direct the College and its management. For the Trustees to do so effectively, and to exercise their independent judgment free from outside interference, much of the Board’s business, deliberations and communications are confidential, as is the sound practice followed by similar corporate entities, including nonprofit public benefit corporations.

So the notion that Trustees of the College could sue, in their capacity as Trustees, for confidential information from the College with the intent to turn that information over to the AAMC in violation of their fiduciary duties is fundamentally mistaken. Confidential information is shared with Trustees so that they can fulfill their fiduciary duties to the College, not breach them.

As we have discussed with you, and as the Trustees have been repeatedly reminded, information and documents made available to the Trustees are, unless otherwise indicated, confidential. Specifically, as the Plaintiff-Trustees should be well aware, the College’s discussions with other institutions, including Northeastern, are subject to non-disclosure agreements between the College and those institutions. Such non-disclosure agreements regarding potential transactions are standard, prudent, and necessary to effectively explore options and negotiate terms. Although the Plaintiff-Trustees have not signed those non-disclosure agreements themselves, they have an obligation as Trustees to abide by and actively uphold the College’s contractual obligations.

Your Representation of the AAMC. You have confirmed that you represent the AAMC in addition to (at least some of) the Plaintiff-Trustees. Our concern is that you have sought and/or obtained confidential information from the College through the Plaintiff-Trustees in their capacity as Trustees, and that you have or will share, or will assist the Plaintiff-Trustees in sharing, that confidential information with the AAMC in breach of the Plaintiff-Trustees’ fiduciary duties to the College as Trustees. Nothing in your response addresses this concern. Indeed, such improper sharing of confidential information appears to be the intended goal of the Lawsuit, which the AAMC is funding.

Contrary to your assertion, our representation of the College and its officers does not present a similar conflict of interest. The named defendants in the Lawsuit share a common interest in defending against the Plaintiff-Trustees' claims for damages and other relief. On the other hand, there is a clear conflict between the Plaintiff-Trustees' fiduciary duties to the College and the desire of the AAMC, which is publicly paying your bills, to obtain confidential information from them in breach of those duties.

Request for More Information. Through direct communication with Board Chair Sanborn, and consistent with their withdrawal from the Lawsuit, Dr. Foster and Ms. Wood have indicated that they are not seeking a meeting to review the information requested in the June 17 e-mail. Ms. Singh is no longer a Trustee. We are willing to discuss a time when the College could make additional requested records available to Dr. Nakka-Cammauf for review, but we would need a signed commitment from her that she will not share any confidential information with anyone outside the Board, including the AAMC. If Dr. Nakka-Cammauf is willing to make such a signed commitment, we are willing to discuss a meeting and the additional records the College can make available to her at that time.

Service on the Defendants. As to service of the Complaint in the Lawsuit on the individual Trustee-Defendants, we expect to return Notices of Acknowledgement and Receipt within the statutory timeframe on their behalf.

We look forward to your response. Mills sends this letter reserving and without waiving all rights and remedies.

Sincerely,



N. Thomas Connally
Partner
tom.connally@hoganlovells.com
D 703.610.6126

Enclosure

cc: Stephanie J. Gold, Hogan Lovells US LLP

July 3, 2021

Elizabeth Hillman
President
Katie Sanborn
Chair
Board of Trustees
Mills College
5000 MacArthur Boulevard
Oakland, California 94613

Dear President Hillman and Chair Sanborn:

We, Adrienne Foster and Deborah Wood, are submitting this letter as notification of our withdrawal from the lawsuit/complaint, Dr. Viji Nakka-Cammauf, et al. vs Dr. Elizabeth Hillman, et al. effective immediately.

We must state our discomfort with the aggressive tone and actions surrounding this lawsuit. This discomfort adds another dimension of discord and divisiveness between the AAMC and Mills College, which only serves to exacerbate the fundamental problems of the College's crisis.

Together, we remain faithful to Mills College and the AAMC as we continue to uphold our responsibilities as Alumnae Trustees and Governors, continuing to be problem solvers and good stewards of both bodies.

Sincerely,



Adrienne Foster



Deborah Wood

EXHIBIT 17

Lisa C. McCurdy
Tel 310.586.6512
mccurdy@gtlaw.com

July 16, 2021

VIA U.S. MAIL AND EMAIL

N. Thomas Connally
Hogan Lovells US LLP
8350 Broad St., 17th Floor
Tysons, VA 22102
tom.connally@hoganlovells.com

Re: Mills College

Dear Mr. Connally,

We received your letter on Wednesday and, disappointingly, it scarcely responds to our July 7 letter at all. We are going to take one more shot at this before seeking the Court's assistance with a request that really should be quite simple.

Cutting to the chase, the withdrawal of Ms. Wood and Dr. Foster from the litigation, and the end of Ms. Singh's term as an alumnae trustee, do not change anything vis-à-vis the litigation and related request for information and documents. If even one trustee is being kept in the dark, it is one too many.¹ ***The request we are focused on now is, indeed, the request sent to the College by Ms. Nakka-Cammauf (not by the AAMC) on June 17 (nearly a month ago).***² That the request for information and documents on which we now are focused was sent after the lawsuit was filed is due *solely* to the fact that, as you and your clients know, the Northeastern proposal had been concealed until after the lawsuit was filed; until that time, the focus had seemingly been on a partnership or institute with UC Berkeley. Further, as you and your clients also know, my clients have been seeking information they were and are entitled to since April, before the lawsuit was filed.

The College cannot hide behind false allegations as a means to avoid its duty of candor and transparency, including to one of its own trustees. Your contention that "the improper

¹ We disagree with your assertions re Ms. Singh's standing, given this action is also being pursued in a derivative capacity, but we will leave that debate for a later time.

² Our July 7 letter did not mention the withdrawal of Ms. Wood and Dr. Foster because we were informed that the College already had been told. Obviously, that is correct. In any event, a withdrawal pleading was submitted on July 13 on their behalf and processed by the Court on Wednesday.

sharing of confidential information appears to be the intended goal of the Lawsuit” is baseless. Notwithstanding your statements to the contrary, our July 7 letter *did* address your accusation, stating that the College’s accusations regarding the disclosure of allegedly confidential information are “patently false.”³ Relatedly, your contentions regarding conflicts of interest defy law and logic. The interest of the AAMC is solely and fundamentally to further the interests of the College alumnae and the growth of Mills as an undergraduate institution; so, too, is the interest of an alumnae trustee. The Complaint states, among other things, a claim for breach of charitable trust on behalf of the College itself (a nominal defendant) against the individually-named defendants. It is hard to imagine a more direct conflict than dual representation (now confirmed) of a charitable trust and the very individuals charged with harming that trust (whose legal defense is presumably being paid for from the College’s coffers).

The point for today’s discussion, however, is that Ms. Nakka-Cammauf has not breached any duty of confidentiality under anyone’s definition, she remains a trustee, and is entitled to the information sought. Nonetheless, and even though it is wholly unnecessary, she is willing to state in writing that she will not share information and documents obtained with anyone other than counsel, until such time as a further agreement might be reached or the Court order otherwise. ***However, the College must do more than suggest it will perhaps consider a meeting and perhaps consider sharing documents and information with Ms. Nakka-Cammauf.*** We are aware that the Northeastern proposal will be put to some form of further vote in August. ***Thus, time is of the essence.*** The answer here is simple – if the College truly wants to avoid further legal action, provide the information and documentation requested. We agree this lawsuit never should have been necessary. But the clandestine nature with which the College has elected to handle this situation breeds nothing but distrust and the very acrimony about which it now complains.

The balance of your letter is off-point. Neither our letter nor the lawsuit takes issue with the decision to explore options, including the Northeastern option. Our letter was sent in furtherance of our client’s rights to information. The fact that you believe the Lawsuit is factually incorrect and legally mistaken is belied by your letter sent today, which agrees to do nothing more than “discuss” the possibility of a meeting and “the additional records the College can make available to her at that time.” Obviously, then, Ms. Nakka-Cammauf still has had no success to date in informally requesting the information sought.⁴

³ Notably, it was not until recently in an apparent strategic maneuver, and after the outcry following Dr. Hillman’s March 17, 2021 announcement regarding the closure of the College, that the Board began marking its board materials as “confidential.” Given the College’s choice to release information (including to the public) in dribs and drabs, it is no wonder that there is confusion (caused by the College and its officers) around what is (and is not) considered *legitimately* confidential by the College. Thus, we posed the question in our July 7 letter – “what exactly [do] you believe constitutes confidential information[?]” Your letter provides no response or guidance whatsoever. Even now, your letter merely says that “much of” the Board business is confidential.

⁴ It is disingenuous to state that all other trustees “are confident in the ample sufficiency of the information they have received” when the *actual* Northeastern proposal (nor any other proposal)

With these clarifications, and now that there can be no confusion regarding the request for information and documents at issue, we provide below Ms. Nakka-Cammauf's written agreement to maintain confidentiality. ***Please provide a fulsome response to the request for information and documents by close of business on Monday, including not limited to a definitive answer as to whether the documents and information will be provided and identification of any item as to which there is no responsive information and/or documentation.*** Due to the time sensitivities, we will otherwise have no option but to seek relief from the Court.

Our clients reserve all rights in connection with these matters. We look forward to your prompt response.

Best regards,



Lisa C. McCurdy
Shareholder

I, Viji Nakka-Cammauf, agree to maintain as confidential any non-public information and/or documents provided to me in my capacity as a trustee of Mills College unless the College/its counsel states in writing that the information/documents can be shared or a Court orders otherwise. This agreement will not prevent my sharing of such information/documents with the following, on condition that those identified in Nos. 2-4 review and agree to also comply with these terms: (1) the Court; (2) attorneys of record in pending proceeding (Alameda County Superior Court Case No. RG21101875, the "Proceeding") and their affiliated attorneys, paralegals, clerical and secretarial staff; (3) outside experts or consultants consulted by me or my counsel in connection with the Proceeding, whether or not retained to testify at any oral hearing or trial; and (4) any other person the College agrees to in writing.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed this 16th day of July, 2021.

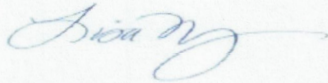
Viji Nakka-Cammauf

has yet to be finalized or put to a vote. It is equally disingenuous to suggest that the Board has been open with the Mills community and the AAMC. The College has done precious little other than pay lip service to the notions of collaboration and transparency, arranging Town Halls and "information sessions" consisting of nothing more than prepared, conclusory statements, no answers, and no meaningful discourse.

With these clarifications, and now that there can be no confusion regarding the request for information and documents at issue, we provide below Ms. Nakka-Cammauf's written agreement to maintain confidentiality. ***Please provide a fulsome response to the request for information and documents by close of business on Monday, including not limited to a definitive answer as to whether the documents and information will be provided and identification of any item as to which there is no responsive information and/or documentation.*** Due to the time sensitivities, we will otherwise have no option but to seek relief from the Court.

Our clients reserve all rights in connection with these matters. We look forward to your prompt response.

Best regards,



Lisa C. McCurdy
Shareholder

I, Viji Nakka-Cammauf, agree to maintain as confidential any non-public information and/or documents provided to me in my capacity as a trustee of Mills College unless the College/its counsel states in writing that the information/documents can be shared or a Court orders otherwise. This agreement will not prevent my sharing of such information/documents with the following, on condition that those identified in Nos. 2-4 review and agree to also comply with these terms: (1) the Court; (2) attorneys of record in pending proceeding (Alameda County Superior Court Case No. RG21101875, the "Proceeding") and their affiliated attorneys, paralegals, clerical and secretarial staff; (3) outside experts or consultants consulted by me or my counsel in connection with the Proceeding, whether or not retained to testify at any oral hearing or trial; and (4) any other person the College agrees to in writing.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed this 16th day of July, 2021.

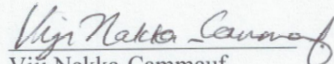

Viji Nakka-Cammauf

EXHIBIT 18

Frequently Asked Questions About the Alumnae Trustees Lawsuit

 aamc-mills.org/lawsuit-faqs



What's happening?

On June 7, representatives of the Alumnae Association of Mills College who serve on the Mills College Board of Trustees (including* AAMC President Viji Nakka-Cammauf, MA '82, and Tara Singh '05, MBA '07, who served as an alumna trustee on the Mills board until July 1) filed a complaint in Alameda County Superior Court against Mills President Elizabeth Hillman, Board Chair Katie Sanborn '83, five additional trustees (Eric Roberts, Marilyn Schuster '65, Elizabeth Parker '85, Ophelia Basgal, and Karen May '86) as well as two college officers (Maria Cammarata and Renee Jadushlever).

Why is this happening?

In March, President Hillman announced that, due to financial and enrollment pressures, Mills would shift away from being a degree-granting college and become a Mills Institute. The announcement followed a vote of the Mills College Board of Trustees to begin developing a “teach out plan” which, if later approved by the trustees, would lead to the closure of the College.

Our alumnae trustees believe that several trustees (not just alumnae trustees) did not receive all the information and documentation necessary to make an informed decision as to the financial health of the College and the future of the College.

They have asked individually and through their attorneys for documents that would allow them to assess fully the financial conditions of the College, as required by their fiduciary duties as trustees. The College has continually and systematically not granted them access to documents to which the Board of Trustees' own bylaws state that they are entitled. The alumnae trustees believe they cannot perform their duties effectively without all the information they are seeking. They wish to not only have access to the documents but for there to be full discussion in a Board of Trustee meeting about the contents of the financial documents and an opportunity to ask questions that would further add to the trustees' understanding. There are a number of other issues that are addressed in the complaint, but the withholding of information and important financial documentation is the key matter to be addressed first by the Court.

What is a complaint?

A complaint is a document that sets forth the basic facts as well as a legal basis for a claim and relief. The complaint begins the process for a lawsuit.

In a broader sense, it is important to remember the Court and the entire litigation process are designed to seek the truth.

In this case, the alumnae trustees, supported by the AAMC Board of Governors, believe that important information required for them to make an informed decision regarding the future of Mills College is being denied to them. After requesting and being denied the information, the next course of action was to take the issue to court in an effort to seek the truth: to determine the financial health of the College and establish a basis for making decisions about the College's future.

Read the Complaint

Is everything that happened in the complaint?

No. The complaint has the broadest information about the case. It starts the process of seeking the truth by asking the Court to direct the College to share the documents with the alumnae trustees that they are withholding.

If the complaint was filed on June 7, why are we just hearing about it now?

Due to COVID-related court closures and employee furloughs, the court did not begin processing the complaint until June 17th. A judge was not assigned until June 28th. This is not unique to our complaint; it is an across-the-board issue for all new lawsuits being filed. On the advice of counsel, the filing of the complaint was kept confidential until it appeared in the court's online registry of filed lawsuits.

Will the College continue to work with us if we are suing them?

This is simply a lawsuit seeking to determine the truth so that the decisions about Mills' future can be undertaken thoughtfully and with knowledge of all the available information. The alumnae trustees and the Board of Governors love and are dedicated to serving Mills. They take their fiduciary duties very seriously and are taking legal action to gain access to information they feel is essential to performing the due diligence required of them as trustees of the College.

Did the alumnae trustees not do their job?

No. Quite the contrary. The alumnae trustees have been put in the most untenable situation. They have been asked to decide on the very existence of Mills College and its 169-year-old mission without the proper tools, process, or information.

Does it matter that the alumnae trustees do not have all the information?

Yes. The very existence of the College is at the center of this complaint.

Important documents have not been shared and no full listing of the College's assets has ever been provided to several, if not all, trustees. How can the trustees perform their due diligence in understanding the overall financial health of the College without knowing what its assets and debts are?

Each trustee is bound to perform their fiduciary duty to the College, and the alumnae trustees are further bound to their due diligence in representing the wishes of the alumnae-at-large.

One question we're seeking to answer concerns the severity of the College's financial distress. While Mills may be facing cash-flow challenges, significant debt, and deferred maintenance, it holds substantial assets. To understand how liabilities and assets impact the College's future, alumnae trustees need to receive the supporting documents they have requested. Once we have these documents, we will engage an independent forensic accountant to validate the accuracy of what the trustees have been told by the College.

How much is this all going to cost?

A lot. We wish the College had simply given the information requested and engaged in a fair process that allowed the alumnae trustees to exercise their fiduciary obligations to the College and alumnae. It makes us wonder, Why hasn't the College shared what is being requested?

Actions to Date:

In April, AAMC governors voted to retain Greenberg Traurig, a prominent law firm with expertise in board governance issues, to investigate the rights of the alumnae trustees and whether they had been violated. Greenberg Traurig determined the alumnae trustees did have a claim.

In early May, when it appeared Mills College was heading toward closure, the governors approved a payment of \$100,000 for the amount over the retainer that was due and to continue with the work in progress, and an additional \$200,000 to be paid (in tranches of \$100,000) if we moved toward litigation or other legal action. It was discussed that the lawsuit itself could easily cost millions of dollars and that one should only begin litigation if they were committed to seeing it through. The motion passed. There was an additional motion asking for a survey to see whether our constituents supported legal action.

In June, the governors voted to approve Greenberg Traurig's hiring a forensic accountant for a sum not to exceed \$50,000 and a consultant in higher education for \$15,000 (\$5,000 per month for three months).

Total money spent thus far:

April 2021: \$61,113.50

May 2021: \$104,792.00

June's bill has not been received. It will be substantial, as the bulk of work was done in June.

How will we pay for it all?

Thus far the monies have come from the AAMC general fund.

There is a major fundraising campaign, *For Generations Still*, that is about to launch to raise the necessary funds. Even before the campaign's public launch, a few historically generous alums in the Los Angeles Mills College Alumnae branch have pledged to give more than the total of our costs to date. Fundraising events are being planned. Stay tuned for some exciting announcements.

Do all alumnae want this? Was a survey done? What were the results?

The AAMC conducted a survey in mid June that showed 87% of respondents (out of 1,208 total) wanted the AAMC to halt the process of dismantling Mills as a degree-granting college. Furthermore, 56% wanted the AAMC to spend as much as needed from the association's assets for this effort, and another 27% favored spending up to half of the AAMC's assets.

However, on June 17, while that survey was being conducted, the College announced that it was entering formal discussions to combine with Northeastern University. Because the possibilities being considered for Mills are different now than when the June survey launched, the AAMC fielded another survey on July 7 to get current information on alumnae opinions.

Will this end the negotiations with Northeastern University (NU)?

It shouldn't. There is no reason to believe NU should have a problem waiting 60 days (or more if needed). They are a top-notch school with professional officers and their own attorneys who understand basic litigation requests. Legal complaints are not unusual when there are negotiations between partners with many constituents. Additionally, NU needs land, and no other Bay Area campuses are on the market. Furthermore, the College announced in March that it was initiating a transition but would continue granting degrees through 2023. A couple months pause over the summer should not make a big difference in the negotiations. Again, the purpose of our legal action is to seek the truth. It is not about Northeastern University or any other potential partner.

How does this suit affect the Mills Institute?

The lawsuit is about seeking the truth about the College's finances and future prospects. If the College is healthier than we were told, it may be possible to still have an Institute in addition to a College. If the finances are as reported, the litigation will not affect the creation of the Institute.

** Alumnae trustees Adrienne McMichael Foster '74 and Deborah M. Wood '75, who are listed as plaintiffs in the complaint, withdrew from the lawsuit after it was filed.*

EXHIBIT 19



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July 19, 2021

By Electronic Mail

Lisa C. McCurdy
Layal Bishara
Greenberg Traurig, LLP
1840 Century Park East, Suite 1900
Los Angeles, CA 90067

Re: Mills College – Nakka-Cammauf Request to Inspect College Records

Dear Ms. McCurdy and Ms. Bishara:

We write in response to your letter dated July 16, 2021.

Withdrawal of Plaintiff-Trustees. Your failure to mention in your July 7 letter that two of the four plaintiffs, Dr. Foster and Ms. Wood, were withdrawing from *Nakka-Cammauf, et al. v. Hillman, et al.* (the “Lawsuit”) remains troubling, as is your failure to serve us with copies of the dismissal papers mentioned in your July 16 letter. Please do so immediately.

Ms. Singh No Longer a Trustee. As your letter appears to concede, because Ms. Singh’s term has expired, she has no standing to make demands as a Trustee for further records or information from the College.

Improper Sharing of Confidential Information. We understand that confidential information regarding the College’s communications with other institutions, subject to non-disclosure agreements with those institutions, was improperly shared by Plaintiff-Trustees with AAMC representatives and then disseminated. We do not know if Dr. Nakka-Cammauf shared the information herself, but we do believe she was aware of the improper disclosure and do not believe she made any efforts, as her fiduciary duty to the College would require, to halt or remediate this improper disclosure and dissemination.

Dr. Nakka-Cammauf’s Duties as Trustee Run to the College, Not the AAMC. In what appears to be a fundamental misapprehension, we once again make clear that, as a Trustee of the College (the capacity in which she seeks relief in the Lawsuit), Dr. Nakka-Cammauf’s fiduciary duties (including her duties of loyalty and confidentiality) are to the College, not to the AAMC.

Your Representation of the AAMC. We remain concerned that Greenberg Traurig has sought and/or obtained confidential information from the College through the Plaintiff-Trustees in their capacity as Trustees, and that you have or will share, or will assist Dr. Nakka-Cammauf in sharing, that confidential information with the AAMC in breach of her fiduciary duties to the College as Trustee. Again, such

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improper sharing of confidential information appears to be the intended goal of the Lawsuit, which the AAMC is funding.¹

Information Provided to Dr. Nakka-Cammauf as Trustee. We categorically reject the notion that any information or records of the College have been “concealed” from Dr. Nakka-Cammauf. Along with the other Trustees, she received ample information regarding the College, its critical financial situation, and the consideration of various paths forward. Before Greenberg Traurig filed the Lawsuit on June 7, neither Dr. Nakka-Cammauf nor any other Trustee had made an unmet request for information or records from the College, raising questions regarding the good faith basis of the Lawsuit. Other than Dr. Foster and Ms. Wood (who have declined to participate further in the Lawsuit) and Dr. Nakka-Cammauf, all the other current voting Trustees, most of whom are also alumnae of the College, are confident in the ample sufficiency of the information they have received and considered in their deliberative process.

Your letter does not dispute that Dr. Nakka-Cammauf’s only unmet request for information was made on June 17, after that day’s Board of Trustees meeting had concluded. That request appears to us like a broad request for discovery in furtherance of a potential additional lawsuit against the College by the AAMC, not a sincere attempt by Dr. Nakka-Cammauf to fulfill her fiduciary duties as a Trustee of the College.

It is against the factual and legal backdrop above that we address Dr. Nakka-Cammauf’s request for inspection of records of the College.

Since the receipt of the June 17 e-mail request for 21 broad categories of documents, the College has been working diligently to gather records and has assembled hundreds of files comprising many thousands of pages. This is a heavily burdensome exercise at a time when the College’s resources are stretched thin. The College nonetheless is prepared to make these collected records available to Dr. Nakka-Cammauf for inspection at the College at a mutually agreeable time next week, on the following just and proper conditions:

- Dr. Nakka-Cammauf alone may inspect the records. Her inspection rights as a Trustee are to aid her in fulfilling her duties as a Trustee. She may not delegate those inspection rights to an attorney or other agent, including “experts” or the forensic accountants that the AAMC has publicly announced retaining. See *Dandini v. Superior Court*, 100 P.2d 535 (Cal. Ct. App. 1940) (“There are many sound reasons why” a director’s inspection rights “should not be delegated to an agent or attorney. The first suggesting itself is the customary effort of the minority director to cause trouble and litigation and stir up friction with the majority.”).
- Given the nature of the requests, the records are voluminous. If there are records for which, upon inspection, Dr. Nakka-Cammauf wishes to request copies, we can discuss the request at that time and with reference to those specific records, including just and proper conditions regarding the use of such copies.

¹ We once again make clear that our representation of the defendants does not present a similar conflict of interest. The named defendants in the Lawsuit share a common interest in defending against the claims for damages and other relief.

We again note that Dr. Nakka-Cammauf is but one of 23 current voting Trustees of the College. That said, if Dr. Nakka-Cammauf has sincere questions regarding information she feels is important for her to review in her deliberations and votes as a Trustee, the College, of course, wants to satisfy those requests within reasonable bounds and with just and proper conditions. But the AAMC and Greenberg Traurig may not use Dr. Nakka-Cammauf's Trustee inspection rights as a tool to interfere in the Board's independent direction of the College.

We look forward to your response. Mills sends this letter reserving and without waiving all rights and remedies.

Sincerely,



N. Thomas Connally
Partner
tom.connally@hoganlovells.com
D 703.610.6126

Enclosure

cc: Stephanie J. Gold, Hogan Lovells US LLP

EXHIBIT 20

Lisa C. McCurdy
Tel 310.586.6512
mccurdy@gtlaw.com

July 20, 2021

VIA U.S. MAIL AND EMAIL

N. Thomas Connally
Hogan Lovells US LLP
8350 Broad St., 17th Floor
Tysons, VA 22102
tom.connally@hoganlovells.com

Re: Mills College

Dear Mr. Connally,

We write in response to your July 19, 2021 letter.

First, we provide here a copy of the withdrawal notice as requested.

In the interest of time, we will not address (yet again) all of the continuing accusations contained in your letter, save to note that we continue to reject them as wholly unfounded. The same is true regarding your baseless contentions regarding the purpose of the Complaint and Ms. Nakka-Cammauf's loyalties and understanding of her duties. Again, the purpose and aim of the Complaint is to enable her to fulfill her duties to the College and its constituents, period.

Jumping to the crux of your letter, you state that the College has been "working diligently to gather records and has assembled hundreds of files comprising many thousands of pages," and will make the records available to her for inspection next week, on certain conditions. We are hopeful that this is a step in the right direction. We have the following additional requests and points of clarification.

First, in light of Ms. Nakka-Cammauf's confidentiality agreement, as set forth in our prior letter, we request that the materials be provided electronically. This would alleviate the need for Ms. Nakka-Cammauf to sit in a room, review materials in a short window of time, and address the issuing of copying materials.

Second, Ms. Nakka-Cammauf is entitled to inspect the records with the assistance of an agent – whether an attorney or accountant. The case you cite, *Dandini v. Superior Court*,

predates the enactment of Corporations Code section 1602, which codifies the right to utilize agents or attorneys in the inspection process and to make copies.¹

Therefore, we ask that you confirm either (1) that the records will be provided electronically to Ms. Nakka-Cammauf, or (2) your agreement that is entitled to conduct her inspection with the assistance of counsel or an appropriate consultant. Such assistance is imperative to Ms. Nakka-Cammauf's ability to understand and process the information and documents to be provided and, thereby, do her job. Of course, any such agent will also abide by the confidentiality terms agreed to by Ms. Nakka-Cammauf in our July 16, 2021 letter.

Finally, it is Ms. Nakka-Cammauf's understanding that the Northeastern partnership will be brought to a vote on August 12, 2021. In light of the fact that Ms. Nakka-Cammauf will not be provided access to relevant requested materials until next week, and in light of her need to review and understand the "hundreds" of files – including, presumably, financial records, data, and related analyses, we request that the College postpone any vote or other decision regarding the contemplated Northeastern partnership until at least sixty (60) days after the College has certified full compliance with the June 17, 2021 request. Given the gravity of the decision being posed, the request is most reasonable and the College should want all of its trustees (not just Ms. Nakka-Cammauf) to have the benefit of the documents and information that have been requested.

* * *

In summary, please confirm:

- Either (1) that the records will be provided electronically to Ms. Nakka-Cammauf, without limitation on viewing by agents/attorneys, or (2) your agreement that is entitled to conduct her inspection with the assistance of counsel or an appropriate consultant; and
- Whether the College will agree to postpone any vote or other decision regarding the contemplated Northeastern partnership until at least sixty (60) days after the College has certified full compliance with the June 17, 2021 request

Due to the time sensitivities, we look forward to your prompt response no later than close of business on Wednesday, July 21, 2021.

Best regards,



Lisa C. McCurdy
Shareholder

¹ Even the *Dandini* court acknowledged the right to use agents as necessary to make the right of inspection effective. (See also *Mihanpajouh v. Rico*, 2012 Cal. Super. LEXIS 732.)

EXHIBIT 21



Hogan Lovells US LLP
8350 Broad St.
17th Floor
Tysons, VA 22102
T +1 703 610 6100
F +1 703 610 6200
www.hoganlovells.com

July 21, 2021

By Electronic Mail

Lisa C. McCurdy
Layal Bishara
Greenberg Traurig, LLP
1840 Century Park East, Suite 1900
Los Angeles, CA 90067

Re: Mills College – Nakka-Cammauf Request to Inspect College Records

Dear Ms. McCurdy and Ms. Bishara:

We write in response to your letter dated July 20, 2021. Thank you for sending the dismissal papers. Going forward, please serve us with all papers you file in the Lawsuit.

Your letter makes another conclusory rejection of the background facts and law without ever (much less again) making any substantive response thereto.

After filing the Lawsuit on June 7, Dr. Nakka-Cammauf (the President of the AAMC) made on June 17 what appears to be a broad set of discovery requests (see attached e-mail). These requests do not appear to us to be made in a good faith effort to fulfill Dr. Nakka-Cammauf's fiduciary duties to the College as a Trustee, but rather appear to be in aid of previously filed litigation—sponsored by the AAMC—against the College and several of its officers and Trustees seeking money damages from them.

The type and breadth of information requested at the operational levels of the College is certainly not the type and breadth of information typically considered by directors of nonprofit corporations. The vast majority of the Trustees, including many alumnae of the College and other experienced and sophisticated business persons, have not asked for such information and are more than satisfied with the information the College has provided to them in their deliberations. Indeed, you do not dispute that Dr. Nakka-Cammauf herself had made no unmet request for information before sending over these AAMC-sponsored discovery requests on June 17—ten days *after* the Lawsuit was filed.

The fact the College has worked to gather the requested information is a function of a nonprofit director's broad inspection rights under the College's Bylaws and the California Code, not in any way a concession that the request is reasonable or appropriate under the circumstances. To be sure, from any objective standpoint, Dr. Nakka-Cammauf's request is neither. The fact that the records gathered are so voluminous goes to the unreasonableness and inappropriateness of the requests.

That said, we acknowledge that a Trustee has a right to inspect records of the College, which is why the College has offered to make requested records available to Dr. Nakka-Cammauf for inspection next week. She cannot, however, delegate that inspection right to attorneys or other “experts” working for the AAMC. The College is a nonprofit corporation and you have cited the wrong code provision. The California Code provision providing directors of nonprofit corporations with inspection rights does not authorize the use of attorneys or agents. Cal. Corp. Code § 6334 (West 2014). Neither does the College’s Bylaws. The *Dandini* case interprets the identical language that is now found in § 6334 and the College’s Bylaws, and is thus controlling here. So, as a Trustee, Dr. Nakka-Cammauf herself may come and inspect the requested records. But she cannot delegate that right to others.

Given (1) Dr. Nakka-Cammuf’s position as President of the AAMC, (2) her past participation in communications with the AAMC where confidential information obtained by Trustees of the College was improperly disclosed, (3) the fact that she is suing the College, its officers and other Trustees for money damages, and (4) the fact that the AAMC is funding her litigation, the College is not willing at this time to release copies of the requested records to Dr. Nakka-Cammauf. We believe that her Trustee inspection rights are improperly being used as a tool by the AAMC in furtherance of an AAMC-funded lawsuit seeking damages from the College and its officers and Trustees.

Specifically, we believe that the point of the Lawsuit is to obtain confidential documents that will be improperly shared with the AAMC in violation of Dr. Nakka-Cammauf’s fiduciary duties to the College, which is a just basis to refuse any inspection, and certainly to refuse releasing copies to her. See *Tritek Telecom, Inc. v. Superior Court*, 169 Cal.App.4th 1385, 1390 (Cal. Ct. App. 2009). It is also clear that Dr. Nakka-Cammauf (or the AAMC) intends to use the records to advance her suit for money damages against the College, its officers and Trustees, thereby putting her personal interest (and that of the AAMC) over the interest of the College. This is another just basis to refuse her any inspection, and certainly to refuse releasing copies to her. *Id.* at 1391.

That said, upon her personal inspection, if Dr. Nakka-Cammauf can articulate why she needs copies of any specific records to fulfill her fiduciary duties to the College, the College is willing to have a discussion regarding those specific records and whether there are just and proper conditions under which the College would agree to release copies to her.

As to the request for the College to postpone its decision-making, we again note that Dr. Nakka-Cammauf is but one of 23 voting trustees. Her inspection rights, whatever they may be in these circumstances, certainly do not provide her a basis to hold up the business of the College overwhelmingly approved by the other Trustees. To allow her to do so would mean any dissenting director could paralyze a nonprofit corporation simply through assertion of their inspection rights. So the College will not agree to any postponement.

Please let us know if Dr. Nakka-Cammauf would like to coordinate an inspection of the requested records next week.

Mills sends this letter reserving and without waiving all rights and remedies.

Sincerely,

A handwritten signature in black ink, appearing to read 'N. Thomas Connally', with a stylized, cursive script.

N. Thomas Connally
Partner
tom.connally@hoganlovells.com
D 703.610.6126

Enclosure

cc: Stephanie J. Gold, Hogan Lovells US LLP

From: **Viji Nakka-Cammauf** <vijinakka@mills.edu>

Date: Thu, Jun 17, 2021 at 7:43 PM

Subject: Meeting

To: Carrie Hall <cmilliga@mills.edu>

Dear Carrie:

We accept the invitation for, and hereby request, a meeting with President Hillman, Katie Sanborn, myself, and Alumnae Trustees Debi Wood, Adrienne Foster and Tara Singh.

We would like to request the meeting in order to discuss various concerns we have regarding the future of Mills and the items we are being asked to consider as trustees and fiduciaries of the College. **We would like to schedule this meeting to take place as soon as possible, on either Friday, June 25, or Monday, June 28.** In advance of the meeting, we also request that we be provided with the following information and documentation that we in good faith need in order to exercise our fiduciary duties to act in the best interest of Mills and evaluate the matters being presented to us for consideration and vote:

1. A copy of materials provided to each of the potential Mills partners, including but limited to UC Berkeley and Northeastern;
2. A copy of all correspondence sent to each of the potential Mills partners;
3. A timeline of interactions and communications with Northeastern and any other potential partners;
4. A list of all institutions/entities contacted regarding potential future partnership with the College and all materials provided to any of them;
5. Relatedly, a list of other potential partners who have come forward since the March 2021 announcement;
6. Any assessments/reports pertaining to the recommendation to close/Teach Out;
7. Weekly or monthly cashflow projections for Fiscal Years 2022, 2023, and 2024, adjusted for 7% endowment payout and \$15 million endowment loan;
8. Bank statements for the last 3 years;
9. Recent communications with First Republic Bank;
10. detailed projections of insurance monies due, HEERF draw down, and other assistance either already granted to available to the College;
11. Comprehensive list of Mills assets and valuations, including catalog of assets and insured items of Mills College Art Museum; and catalog of assets and insured items of Center for Contemporary Music;
12. any correspondence with Christie's in relation to estimating a financial value of Mills' assets, such as Diego Rivera Mother and Child, 2 Matisse Paintings, Moholy-Nagy, and Ruffino Tamayo;
13. any Correspondence with Governor Gavin Newsom, Lieutenant Governor Eleni Kounalakis, Attorney General Rob Bonta, or Congresswoman Barbara Lee related to the teach out or future of the College;
14. any correspondence with WSCUC since the March 4, 2021 Board Meeting;
15. details of marketing and advertising efforts since June 2020 for enrollment;
16. conflict of interest statements from all board members;
17. details of Mills College Portfolio (MICL) Public and Private Equity positions, marked to market;

18. details of all transactions within Mills Portfolio Accounts since Hall Capital took over in 2010 and details of what Hall Capital has done since being granted Power of Attorney;
19. minutes, board packets, and other notes from the Subcommittee on Negotiations;
20. minutes and board packets of the following Mills-UCB Committees: Mills-UCB Joint Steering Committee, Adjunct Faculty Working Group, Mills Transition and Accreditation Team, and Student Transition Team;
21. details of business continuity or other related insurance policies that pay out in the event of unexpected circumstances; detailed cost estimates for ADA Compliance Phase 3, for seismic compliance; and for sewer tunnel maintenance.

Please let us know, no later than Monday, June 21, whether the meeting will take place and whether the College will provide us with the information we have requested here.

Thanks.

Warmly.

Viji Nakka-Cammauf

Debi Wood

Adrienne Foster

Tara Singh

EXHIBIT 22

From: Yvonne Daniel <ydaniel@alumnae.mills.edu>
Date: Tue, Aug 10, 2021 at 6:26 PM
Subject: Fwd: Different voices among AAMC membership
To: President's Office <president@mills.edu>, Carrie Hall <cmilliga@mills.edu>

FYI- I have sent this to Renee this evening, as Estrellita and I begin another round of distribution to Mills friends.

Yvonne

Yvonne Daniel, Ph.D. (Mills Dance MA '75)
ydaniel@alumnae.mills.edu;
510-586-0360
(after 1PM- Pacific; 4PM Eastern)

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

From: Yvonne Daniel <ydaniel@alumnae.mills.edu>
Date: Tue, Aug 10, 2021 at 6:21 PM
Subject: Different voices among AAMC membership
To: <reneejad@mills.edu>
Cc: Estrellita Redus <estrellita@redus.net>, Yvonne Daniel <ydaniel@alumnae.mills.edu>

Hello Renee,

You must be surprised to hear from me and Estrellita Redus, but we seek your communication expertise with regard to the public media. As alumnae and former AAMC Governors and Alumnae Trustees, we are shocked by the tactics the AAMC leadership is using in a lawsuit against the College. We are anxious to at least provide a mechanism for those Mills alumnae who are in disagreement with the lawsuit approach the AAMC has taken. We have already sent out our personal recommendations (July 16 emailing) and are widening that circle now (August 10). Our inquiry to you regards public media attention.

We wonder if you might either use our letter as influential reporters query you or you might forward our letter to them/the media. We hope others have already done something similar. Please see the attached and advise.

Thank you for your expertise and all your years of commitment to Mills.

Yvonne Daniel '75 and Estrellita Redus '65, '75

Yvonne Daniel, Ph.D. (Mills Dance MA '75)

ydaniel@alumnae.mills.edu;

510-586-0360

(after 1PM- Pacific; 4PM Eastern)

--

[Elizabeth L. Hillman](#)

President

Pronouns: she/her/hers

Mills College | 5000 MacArthur Blvd. | Oakland, CA 94613

510.430.2094 | ebeth@mills.edu

MILLS



August 10, 2021

Mills Friends,

We recently answered an alumna friend with the thoughts below, originally written on July 16, 2021, and then, we decided to circulate our thoughts among other Mills alumnae, including the Alumnae Association of Mills College Governors (AAMC). We have also read similar content in the Trustee letter signed August 10, by 14 alumnae who are current Trustees. Because we believe even more alumnae are fed up with the voices supposedly representing all AAMC members, we have therefore widened our distribution circle to you and your Mills friends, in hopes to gather support for a more collaborative AAMC and a return to Mills alumnae supporting one another and dialoguing respectfully.

The Board of Governors/AAMC surveys do not give prominent space for alumnae to offer specific thoughts, only answers to previously conceived questions. Here, we provide our recommendations to stimulate renewed evaluation of AAMC's and Mills' positive, cooperative, and collaborative potential going forward.

The lawsuit filed by the AAMC vs. Mills College is an anti-racism violation and places alumnae against trustees, the majority of whom are alumnae also. We recommend:

- 1) The lawsuit is dropped, and the persecution of Trustees Deborah Wood and Adrienne Foster is ended.
- 2) AAMC energy be used for collaboration and institution-building within present Mills College and Northeastern University negotiations.
- 3) AAMC energy be used to ignite cooperative efforts where both institutions, the College and the AAMC, partner and thrive.
- 4) AAMC current endowment, operational budget, and all future AAMC fundraising be designated to support alumnae, continuing students, and the College - not depleted or used for AAMC legal fees.

As you can see, we choose the positive possibilities that are addressed when AAMC concentrates on collaboration that benefits continuing students, the College, and alumnae. The AAMC still has the potential to keep Mills College as a degree-granting institution with an excellent faculty, supportive staff, and a sound financial base.

Please stop now. Reassess everything. Join our plea for an AAMC pivot.

This is a critical time. At risk is the financial survival of two historic institutions, the AAMC and Mills College. We welcome your reassessed conclusions.

Yvonne Daniel ('75; ydaniel@alumnae.mills.edu; former Governor & Alumna Trustee)
Estrellita Redus ('65, '75; estrellita@redus.net; former Governor, Alumna Trustee & Trustee)

EXHIBIT 23

We, the 13 alumnae of Mills College listed below, are active members of the Board of Trustees. We object to the claim made by the officers of the AAMC that their organization represents all 26,000 graduates of the College. We believe that the lawsuit brought by the AAMC against the College is ill-considered, divisive and detrimental to the future of Mills. Public statements by representatives of the AAMC are misleading and heedless, and are putting at great risk the futures of current students, faculty and staff. In our considered opinion, the best hope for continuing the legacy and values of Mills College is an alliance with Northeastern University, now, unfortunately interrupted because of the AAMC's irresponsible actions. Our commitment to gender and racial justice, to quality education and to access to college for historically underrepresented groups is unwavering. The best, and perhaps only, chance we have to extend our legacy and create change in the world is to survive in a different, sustainable form. While we expect Mills alumnae to have strong and diverse views, we are appalled at the disregard the AAMC leadership is showing to our students, faculty, and staff and find the claims of a few vocal individuals to be harmful to the overall alumnae body and our community more broadly. We are, and have been, putting the interests of the College (the people, the campus, the educational mission and the commitment to Oakland) first in our deliberations and will continue to do so. We call on alumnae who want the College's legacy to continue and the community to be supported to look at the facts, stand with us, and require the AAMC leaders to return their focus to Mills' values and future.

Muirhead, Mrs. Helen Drake, '58
Moses, Ms. Alexandra Orgel, '64, JD, LLM
Flanigan, Ms. Lyn '65, MA, JD
Schuster, Dr. Marilyn R. '65, MPhil, PhD
O'Brien, Ms. Anne Jarvis '67, MBA, JD
Foster, Dr. Adrienne '74, MA, PhD, Alumna Trustee
Wood, Ms. Deborah '75, JD, Alumna Trustee
Decker, Ms. Leslie '79
Sanborn, Ms. Kathleen '83, MS, Chair of the Board of Trustees
Parker, Ms. Elizabeth '85, MA, Vice Chair of the Board of Trustees
May, Dr. Karen '86, MA, PhD. Former president of the AAMC
Wolfe, Ms. Kirsten '88
Wiley, Ms. Carmen A. '19, Recent Graduate Trustee

EXHIBIT 24

**AMENDED AND RESTATED BYLAWS OF THE ALUMNAE ASSOCIATION OF
MILLS COLLEGE, EFFECTIVE May 18, 2013**

ARTICLE I - NAME

The name of this corporation is The Alumnae Association of Mills College (hereinafter referred to as the "Association").

ARTICLE II - PURPOSE

The purpose of the Association shall be to promote the interests of Mills College and its alumnae and to engage in any other act or activity permitted under the California Nonprofit Public Benefit Corporation Law which is consistent with the Association's Articles of Incorporation and these bylaws.

ARTICLE III - MEMBERSHIP

Section 1.A. - Undergraduate Students

Each undergraduate student who completes the equivalent of one full-time semester at Mills College shall become a member of the Association upon the graduation of her class.

Section 1.B. - Graduate Students

Each graduate student who completes the equivalent of one full-time semester at Mills College shall become a member of the Association.

Section 2. - Honorary Members

Upon nomination by the Board of Governors, three fourths (3/4) of the Governors present at any meeting of its members may elect any person to become an honorary member of the Alumnae Association of Mills College. Honorary members may not vote or hold office in the Association.

Section 3.A. - Annual Meetings

The Association shall have an annual meeting of members at a date, time and location to be determined by the Board of Governors for the purpose of electing members of the Nominating Committee and, where required by and as provided in these bylaws, officers and Governors of the Association, for the purpose of receiving officers' reports, and for the transaction of such other business as may properly come before the meeting.

All members of the Association may attend and vote at an annual meeting. If an annual meeting date has not been set by the Board of Governors by the first of January each year, the annual meeting of members shall immediately follow the last meeting of the Board of Governors in that fiscal year.

Section 3.B. - Officers' Reports

The President, the Treasurer/Corporate Secretary, and an Alumnae Trustee shall each submit a written annual status report(s) at the annual meeting of members.

Section 4. - Special Meetings

The Board of Governors or President may call special meetings of the members at any time. The Board of Governors or President shall call a special meeting of the members upon receipt by the Treasurer/Corporate Secretary or President of a petition signed by twenty-five (25) members of the Association.

Section 5. - Notice of Meetings

Written notice of the time, place and purpose of the annual meeting and any special meeting shall be served upon all members, either personally, by mail, or by electronic transmission such as e-mail or facsimile, in compliance with Article XV, Section 1 of these bylaws, or in any other manner permitted by law, not less than twenty (20) nor more than ninety (90) days before the meeting. A matter shall not be voted upon at a meeting unless a general description of the matter was included in the notice of that meeting, or such agenda is posted on the website maintained by the Association.

Section 6. - Quorum

At any meeting of members of the Association the presence of twenty-five (25) members in person shall be necessary to constitute a quorum for all purposes. The act of a majority of the members present at any meeting at which there is a quorum shall be the act of the full membership unless a greater majority is required under the Articles of Incorporation or these bylaws.

ARTICLE IV - BOARD OF GOVERNORS

Section 1. - Powers of the Board of Governors

The business and property of the Association shall be managed and controlled by the Board of Governors. All the corporate powers of the Association, except such as are reserved to the members or otherwise provided for in these bylaws and in the laws of the State of California, shall be and are hereby vested in and shall be exercised by the Board of Governors.

In addition to its other powers and duties, the Board of Governors shall: (i) review and approve the Association's annual operating budget; (ii) engage a certified public accountant to prepare annual tax returns ; (iii) approve the selection of the Association's professional staff; (iv) set the investment policy for the association; (v) appoint Chairs to the Association's committees; (vi) fill any vacant positions on the Board in accordance with these bylaws; and (vii) approve nominees for officers and Governors proposed by the Nominating Committee.

Section 2. - Composition of the Board; Number and Qualifications of Governors

The Board of Governors of the Association shall be composed of not fewer than fifteen (15) nor more than twenty (20) Governors, including the President, Vice Presidents, Treasurer/ Corporate Secretary, the Alumnae Trustees, the Student Governor and, if possible, at least one (1) Mills College alumna faculty member, with the exact number of such Governors to be fixed by the Board.

If the number of Governors is decreased by resolution of the Board or by an amendment to these bylaws adopted by the members, each Governor in office shall serve until her term expires, or until her resignation or removal as herein specified. Every Governor shall be a member of the Association, except for the Student Governor, who need not be a member of the Association.

Section 3. - Election of Governors; Tenure

AAMC bylaws eff. 05/18/2013

The Governors shall be nominated and elected in accordance with the procedures set forth below. Each elected Governor shall hold office for a term of three (3) years commencing on July 1 of the fiscal year following the date of the election and ending upon the commencement of the term of the duly elected and qualified successor. A governor seeking a second term is subject to nomination by the nominating committee and approval by the Board of Governors.

No elected Governor who has served two (2) consecutive three-year terms as such may serve again on the Board of Governors until one (1) year has passed since the expiration of her second term of office; provided, however, (i) that, notwithstanding her prior length of service as Governor, any Governor who has been elected President, Vice President or Treasurer/Corporate Secretary, may serve as Governor until her term in such office has expired, and (ii) that any Governor who is appointed by the Board to fill a vacancy on the Board may serve two (2) consecutive three-year terms as Governor in addition to the portion of the term which she was appointed to fill.

Section 4.A. - Election of Governors

The Association shall elect at least four (4) Governors each year.

Section 4.B. - Provisions for Nominating Candidates for the Board of Governors

Any member may be nominated except for current Nominating Committee members as a candidate for President, Vice President, Treasurer/Corporate Secretary, or Governor: (i) by the Nominating Committee (who are approved by the Board of Governors); (ii) by other methods authorized by the Board.

The date for the close of nominations shall be the date which is thirty (30) days before the date of the election for which candidates are being nominated, and no nominations may be made after the date set for the close of nominations, except for nominations made in person at a meeting at which governors are to be elected, if such a meeting is necessary. If two or more people are nominated for any office or position, the names of all nominees shall be published along with the notice of the meeting of members at which the election of governors shall take place.

Section 4.C. - Automatic Election Where Positions Are Uncontested

If after the close of nominations only one (1) candidate has been nominated for the office of President, Vice President or Treasurer/Corporate Secretary, the Association may without further action declare that the candidate nominated, if qualified to be elected, has been elected. If after the close of nominations the number of people nominated for positions as Governors is not more than the number of Governors to be elected, the Association may without further action declare that those nominated and qualified to be elected have been elected.

Section 4.D. - Election at Meeting of Members Where Positions Are Contested

If two or more people are nominated for the office of President, Vice President or Treasurer/Corporate Secretary, the President, Vice President or Treasurer/Corporate Secretary shall be elected by a majority vote of Association members present at a meeting of members called for that purpose at which a quorum is present. If more people are nominated for positions

as Governors than can be elected, Governors shall be elected by a majority vote of Association members present at a meeting of members called for that purpose at which a quorum (twenty-five (25) or more members) is present.

Section 5. - Student Governor

The Associated Students of Mills College (ASMC) shall appoint or elect a student, who shall serve as a Governor of the Association (the "Student Governor"), for a term of one (1) year.

Section 6. - Alumnae Trustees

There shall be three (3) Alumnae Trustees, one of whom shall be elected each year to serve concurrent three-year terms on the Mills College Board of Trustees and the AAMC Board of Governors. The Alumnae Trustee may serve a maximum of two (2) consecutive three-year terms. A second term is subject to election. Alumnae Trustees shall convey the majority view of the Board of Governors to the Board of Trustees and serve as a liaison between the two Boards. The vote of each individual Alumnae Trustee need not reflect the majority view of the Board of Governors.

The Nominating Committee shall choose up to three (3) members of the Association as candidates for each expired term of an Alumnae Trustee. These nominations may come from any member of the Association, including members of the Nominating Committee and self-nominations. A slate of nominees and ballots shall be provided to all members of the Association. The Nominating Committee shall tally the vote and announce the election. Upon the death, resignation or removal of any Alumnae Trustee, the Board of Governors shall appoint a successor from among a list of candidates proposed by the Nominating Committee to fulfill the remaining portion of such Alumnae Trustee's term. In addition to the three (3) elected Alumnae Trustees, the President of the AAMC Board of Governors shall also serve on Board of Trustees.

Section 7. - Removal

The Student Governor and any Alumnae Trustee shall be removed from the Board upon her resignation or removal from the position which entitled her to be designated as a Governor. Any Governor who is absent from two (2) consecutive regular meetings of the Board of Governors without having given prior notification to the President shall be removed automatically from the Board unless the Board specifically excuses such absences.

Section 8. - Vacancies

Any vacancy on the Board of Governors, including a vacancy created by an increase in the number of Governors, shall be filled by the members of the Board then serving, although less than a quorum, from one or more candidates proposed by the Nominating Committee (subject to the Board's approval of such candidates). The members of the Association may elect a Governor at any time to fill any vacancy not filled by the Board.

Section 9. - Regular Meetings of the Board and Notice Thereof

At least four (4) regular meetings of the Board of Governors shall be held in each fiscal year at times and places to be fixed by the Board. An officer shall provide Governors with notice of such meetings no less than two (2) weeks in advance of a scheduled meeting.

Section 10. - Special Meetings of the Board

The President or any two (2) members of the Board may call a special meeting of the Board of Governors. Notice of all special meetings of the Board, except as herein otherwise provided, shall be given by mail at least four (4) days before the meeting; or by telephone, and by other electronic transmission such as e-mail or facsimile, in compliance with Article XV, Section 1 of these bylaws.

Section 11. - Quorum

Three-fifths (3/5) of the Governors then in office shall be necessary and sufficient to constitute a quorum for the transaction of business at any meeting of the Board of Governors, and the act of a majority of the voting members of the Board present at any meeting at which there is a quorum shall be the act of the Board, except as may be otherwise specifically provided by statute or these bylaws.

Section 12. – Right of Members to be heard before the Board of Governors

Section 12.A. – Mandatory Right to be Heard

Any member of the Association shall be heard by the Board at any regular or special meeting of the Board, provided that the member has made a written request for such hearing, stating the general nature of the business to be heard, to the President at least two (2) weeks before the meeting. Generally, there shall be no more than three (3) such specially set agenda items per meeting. The Chair of the meeting may permit additional specially set agenda items at her discretion.

Section 12.B. Discretionary Right to be Heard

At the discretion of the Chair of the meeting, any member of the Association may speak at a regular or special meeting of the Board of Governors on an agenda item.

Section 13. - Posting of Actions

Actions taken by the Board of Governors shall be available at Reinhardt Alumnae House and online after each meeting.

Section 14.A. - Executive Committee Membership

The Board of Governors shall have an Executive Committee consisting of the following members: the President, all Vice Presidents, Treasurer/Corporate Secretary, and three (3) additional members including at least one (1) Alumnae Trustee.

Section 14.B. Executive Committee Elected Members

The three (3) additional members shall be nominated and elected by the Board of Governors at its first regular meeting of the fiscal year for a one (1) year term.

Section 14.C. – Role of Executive Committee

The Executive Committee will act as advisor to the President at her request. The Committee may exercise the full power and authority of the Association when an urgent matter requiring immediate action arises, provided this action does not involve the Association's Investment Fund or other limits described in Section 14.D. Notice of such action must be sent to the Governors within five (5) business days.

The President of the Board will act as Chair of the Executive Committee. In her absence, one of the Vice Presidents may act as Chair, and if one of the Vice Presidents does not volunteer, then the Vice President whose term does not end coincident with the President shall preside. (i) A meeting may be called by the President or at the request of two (2) members of the Executive Committee. (ii) Notice of need for a meeting should occur by phone, facsimile, or other electronic transmission such as e-mail, in compliance with Article XV, section 1 of these bylaws, at least 48 hours prior to the meeting or four (4) days prior to it if mail is used. (iii) Five (5) members shall constitute a quorum. (iv) Minutes of the meetings shall be kept and made available upon request to any Board member. (v) The Committee cannot cancel, postpone or change Board scheduled meetings.

Section 14.D. – Limits to Executive Committee Powers

The Executive Committee explicitly by policy or state law cannot do the following:

(i) approve any action for which the approval of members of the Association, or a majority of all members of the Association, is required; (ii) fill a vacancy on the Board or on any committee having the authority of the Board; (iii) amend, repeal or adopt any bylaw; (iv) amend or repeal any resolution of the Board which by its express terms is not so amendable or repeal able; (v) appoint committees of the Board or the members thereof; (vi) expend corporate funds to support a nominee for Governor when more people are nominated for the position than can be elected; (vii) approve any self-dealing transaction (as defined in Section 5233 of the California Nonprofit Public Benefit Law).

Section 15. Manner of Meeting

Any meeting of the Board of Governors may be held by conference telephone, video screen communication, or other communications equipment, as is more particularly described in Article XV, Section 2 of these bylaws. Participation in a meeting under this Section shall constitute presence in person at the meeting if both the following apply:

(a) Each member participating in the meeting can communicate concurrently with all other members.

(b) Each member is provided the means of participating in all matters before the Board, including the capacity to propose, or to interpose an objection to, a specific action to be taken by the Association.

ARTICLE V - OFFICERS

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Section 1. - Officers

The officers of the Association shall be a President, Vice Presidents, and a Treasurer/Corporate Secretary. No two (2) offices may be held by the same person.

Section 2. - Vacancies

In case any office of the Association other than President becomes vacant for any reason, the majority of the Governors then in office, although less than a quorum, shall elect an officer to fill such vacancy, from one or more candidates proposed by the Nominating Committee (subject to the Board's approval of such candidates), and the officer so elected shall hold office and serve until the expiration of the term of such office and until the commencement of the term of her duly elected and qualified successor.

Section 3. - President

The President shall be elected by the Association in accordance with the procedures set forth in Article IV Section 4. She shall serve a three-year term and shall not be eligible for any successive terms as President. The President shall be the chief executive officer and general manager of the Association, unless otherwise provided in the Articles of Incorporation or these bylaws. She shall preside at all meetings of members and of the Board of Governors. She shall have and exercise general charge and supervision of the affairs of the Association and shall do and perform such other duties as may be assigned to her by the Board of Governors. She is automatically a member of all committees of the Association with the exception of the Nominating Committee, and the President may attend such committee meetings as she chooses

Section 4. - Vice Presidents

There shall be at least two (2) and no more than three (3) Vice Presidents who shall be elected by the Association in accordance with the procedures set forth in Article IV Section 4. Each Vice President will serve a three-year term; the terms shall be staggered so that only one expires each year. At the request of the President, or in the event of her absence, or disability, a Vice President shall perform the duties and possess and exercise the powers of the President; and, to the extent authorized by law, a Vice President shall have such other powers as the Board of Governors may determine, and shall perform such other duties as may be assigned to her by the Board of Governors. In the event of the death, resignation, retirement, disqualification, or removal of the President, the Nominating Committee shall nominate from among the existing Vice Presidents a nominee to succeed to the remainder of the President's term of office, and such person's appointment shall take effect if approved by the Board of Governors.

Section 5. - Treasurer/Corporate Secretary

The Treasurer/Corporate Secretary shall be elected by the Association in accordance with the procedures set forth in Article IV Section 4. She shall serve a three-year term and shall not be eligible for any successive terms as Treasurer/Corporate Secretary. The Treasurer/Corporate Secretary shall be the chief financial officer of the Association and shall have the custody of all funds, property and securities of the Association, subject to such regulations as may be imposed by the Board of Governors. The Treasurer/Corporate Secretary serves on the Finance/Investment Committee. The Treasurer/Corporate Secretary shall have custody of and

maintain the Association's corporate seal, books and records, and shall otherwise carry on the Association's business as directed by the Board of Governors.

ARTICLE VI - NOMINATING COMMITTEE

Section 1. - Nominating Committee

The Association shall have a Nominating Committee for the purposes of nominating candidates for the officers, Alumnae Trustees and Governors of the Association. Candidates nominated by the Nominating Committee shall satisfy all the requirements for the offices for which they have been nominated, including the requirement that, if possible, at least one (1) Governor be a Mills College alumna faculty member. All candidates for any position proposed by the Nominating Committee shall be subject to the approval of the Board of Governors.

Section 2. - Composition and Selection of Nominating Committee

The Nominating Committee shall have seven (7) members, at least three (3) of whom must serve concurrently on the Board of Governors. At its last meeting of each fiscal year, the Board of Governors shall elect a Chair of the Nominating Committee for the next fiscal year from among its members who will continue to serve on the Board in the next fiscal year. The Nominating Committee Chair shall serve a term of one (1) year commencing on July 1 of the year in which she is elected and until the commencement of the term of her duly elected and qualified successor.

At the annual meeting of members of the Association, the membership of the Association shall elect six (6) additional members, at least two (2) of whom shall be Governors for the next fiscal year, and three (3) alternates to the Nominating Committee for the next fiscal year. Any member nominated shall be present at the meeting, or shall have agreed, in advance, to have her name put forth. Nominating Committee members shall serve for a term of one (1) year commencing on July 1 of the year in which they are elected and until the commencement of the terms of their duly elected and qualified successors.

Nominating Committee members, including the Chair, shall be eligible to serve not more than two (2) consecutive terms on the Nominating Committee. Members of the Nominating Committee shall not be considered for nomination to any board position. In the event any position on the Nominating Committee becomes vacant for any reason, the alternates shall fill any such vacancy in the order of their election as alternates. Any member of the Nominating Committee who is absent for any reason from two (2) consecutive committee meetings shall be replaced on the Nominating Committee by an alternate.

ARTICLE VII - AGENTS AND REPRESENTATIVES

The Board of Governors may appoint and authorize agents and representatives of the Association to perform such acts or duties on behalf of the Association as the Board of Governors may see fit, so far as may be consistent with these bylaws and to the extent authorized or permitted by law.

ARTICLE VIII - CONTRACTS

The Board of Governors, except as these bylaws may otherwise provide, may authorize any officer or agent to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to a specific instance; and unless so authorized by the Board of Governors, no officer, agent, or employee shall have any power or authority to bind the Association by any contract or engagement, or to pledge its credit, or render it liable for any purpose or to any amount.

ARTICLE IX - FINANCIAL AFFAIRS

Section 1. - Fiscal Year

The fiscal year of the Association shall commence on July 1 and end on June 30 of each year.

Section 2. - Appointment of Accountant

The Board of Governors shall engage a certified public accountant to prepare annual tax returns. Such annual returns filed with the Internal Revenue Service shall be furnished to all Governors prior to filing. Copies of final returns shall be posted on the AAMC website. Additionally when the Board of Governors deems it necessary they shall engage a certified public accountant to review the financial books and systems.

The Board of Governors shall cause an annual report to be sent to all Governors within 120 days after the end of the fiscal year, containing a statement of assets, liabilities, receipts and expenditures. Such annual report will also be made available to any member of the Association who requests it, in accordance with Section 6321 of the California Nonprofit Public Benefit Corporation Law.

Section 3. - Investments

The Association shall have an Investment Committee, which may be the Finance Committee or may be a separate committee as determined by the Governors. The Investment Committee in any configuration shall be comprised of not less than three (3) Governors. The Investment Committee shall develop an investment policy that shall be reconsidered and approved by the Board of Governors at least annually, in light of the changing needs of the Association, economic conditions, and any other factors that may affect the Association's tolerance for risk and need for income.

Subject to the provisions of the Articles of Incorporation and these bylaws, the Association shall have the right to retain all or any part of any securities or property acquired by it in whatever manner, and to invest and reinvest any funds held by it, according to the recommendation of the Investment committee and the judgment of the Board of Governors, without being restricted to the class of investments to make or any similar restriction, provided, however, that no action shall be taken by or on behalf of the Association if such action is a prohibited transaction or would result in the denial of the tax exemption under Section 503 or

Section 504 of the Internal Revenue Code of 1954, as amended, and the regulations promulgated there under as they now exist or as they may hereafter be amended.

Section 4. - Alumnae Endowment Fund

The Alumnae Endowment Fund shall consist of unrestricted gifts from individual alumnae, branches, classes, and friends. Income from unrestricted gifts to the Alumnae Endowment Fund shall be used for the expenses of the Association as designated by the Board of Governors. Restricted gifts shall be transferred to the appropriate designated account.

ARTICLE X - LIMITATION OF LIABILITY AND INDEMNIFICATION

Section 1. - Limitation of Liability

The liability of each Governor and officer of the Association for monetary damages shall be eliminated to the fullest extent permissible under California law. The Association is authorized to provide indemnification of agents (as defined in Section 5238 of the California Nonprofit Public Benefit Corporation Law) through bylaw provisions, agreements with the agents, vote of members of the Association or disinterested Governors, or otherwise, to the fullest extent permitted by California law. The Association is further authorized to provide insurance for or on behalf of agents to the fullest extent permitted by California law.

Section 2. - Indemnification

The Association shall indemnify any Governor who is, was, or will be threatened to be made a named defendant in a proceeding from and against any and all claims, causes of action, liabilities, obligations, losses, damages, injuries, or judgments (collectively, "claim"), including court costs and reasonable attorney's fees, arising from or relating to actions such Governor took on behalf of the Association. Further, the Association shall reimburse to such Governor the reasonable expenses that are incurred by her in the defense of any claim. Notwithstanding anything herein to the contrary, the Association shall have no duty or obligation to provide, and no Governor shall be entitled to, indemnification for any act involving willful or criminal misconduct. "Expenses," as used in this bylaw, shall have the same meaning as in that section of the Associations Code.

On written request to the Governors by any person seeking indemnification the Governors shall promptly decide under Corporations Code section 5238(e) whether the applicable standard of conduct set forth in Corporations Code section 5238(b) or section 5238(c) has been met and, if so, the Governors shall authorize indemnification. If the Board of Governors cannot authorize indemnification, because the number of Governors who are parties to the proceeding with respect to which indemnification is sought prevents the formation of a quorum of Governors who are not parties to that proceeding, the Governors shall promptly call a special meeting of members. At that meeting, the members shall determine under Corporations Code section 5238(e) whether the applicable standard of conduct has been met and, if so, the members present at the meeting in person or by proxy shall authorize indemnification.

This Association shall have the right, and shall purchase and maintain insurance to the full extent permitted by law on behalf of its officers, Governors, employees, and other agents, to cover any liability asserted against or incurred by any officer, Governor, employee, or agent in such capacity or arising from the officer's, Governor's, employee's, or agent's status as such.

ARTICLE XI - BRANCH ASSOCIATIONS

Any group of alumnae may form a Branch of the Association by notifying the President, submitting bylaws which conform to the bylaws of the Association, and obtaining express authorization to operate as a Branch of the Association from the Board of Governors. Every Branch receiving such authorization shall keep the President of the Association apprised of its activities.

The Board of Governors shall have the right to prohibit any Branch from engaging in any action or activity which the Board in its sole and absolute discretion determines to be contrary to the best interests of the Association.

The Board of Governors may in its sole and absolute discretion revoke the authorization for any Branch of the Association at any time, and the charter or articles of incorporation of any Branch formed after June 1, 1991 shall include a provision requiring the dissolution of such Branch whenever the Board of Governors revokes such authorization.

ARTICLE XII - PROCEDURE

Roberts Rules of Order, as last amended, shall govern the conduct of all meetings of the Board of Governors and all meetings of the Association in all cases to which they are applicable and in which they are not in conflict with the bylaws, Articles of Incorporation, or California nonprofit corporation law.

ARTICLE XIII - PROHIBITION AGAINST SHARING IN CORPORATE EARNINGS

No member, Governor, officer, or employee of or member of a committee of or person connected with the Association, or any other private individual shall receive at any time any of the net earnings or pecuniary profit from the operations of the Association; provided, that this shall not prevent the payment to any such person of such reasonable compensation for services rendered to or for the Association as may be fixed by the Board of Governors in effecting any of the Association's purposes, or the reimbursement for actual out-of-pocket expenses incurred in connection with such services; and no such person or persons shall be entitled to share in the distribution of any of the corporate assets upon the dissolution of the Association.

All property of the Association is irrevocably dedicated to charitable and educational purposes, and upon liquidation or dissolution of the Association, the Board of Governors, after paying or adequately providing for the debts and obligations of the Association, shall distribute any remaining assets to Mills College; however, if any of the following occur or are present at the time the Governor's approve a motion to dissolve, then the Governors shall decide whether (1) to distribute any remaining assets to Mills College by specifically designating in writing the

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purpose to which any assets are so distributed, or, (2) to distribute any remaining assets to any institution of higher learning dedicated to the undergraduate education of women as may be selected by the Board of Governors. The circumstance(s), as determined by the Board of Governors that could trigger such a decision are:

1. Mills College ceases to offer single-sex undergraduate education for women only,
2. Mills College has evicted or has threatened to evict the Association from the space at Reinhardt Alumnae House, or has demanded any type of rent or other financial outlay other than that specified in the 1955 agreement concerning Reinhardt House;
3. Mills College has dissolved or merged with any other entity; or
4. Mills College has undertaken any other activity that has caused or resulted in the Association deciding to dissolve.

ARTICLE XIV - PROHIBITED ACTIVITIES

Notwithstanding any other provision of these bylaws, no member, Governor, officer, employee, agent, or representative of the Association shall take any action or carry on any activity by or on behalf of the Association not permitted to be taken or carried on by an organization exempt under Section 501(c)(3) of the Internal Revenue Code of 1954, as amended, and the regulations promulgated there under as they now exist or as they may hereafter be amended, or by an organization contributions to which are deductible under Section 170(c)(2) of such Code and regulations as they now exist or as they may hereafter be amended.

ARTICLE XV - ELECTRONIC COMMUNICATIONS, MEETING ATTENDANCE & NOTICE

Section 1. - Electronic Communications

If authorized by the Governors in their sole discretion, and subject to the requirements of consent in Corporations Code section 20(b) and guidelines and procedures the Governors, may adopt, Governors not physically present in person at a meeting of the Board of Governors, may, by electronic transmission by and to the Association or by electronic video screen communication, participate in a meeting of Governors, be deemed present in person and vote at a meeting of Governors whether that meeting is to be held at a designated place or in whole or in part by means of electronic transmission by and to the Association or by electronic video screen communication, subject to the requirements of these bylaws.

Section 2. - Electronic Meeting Attendance

The Association shall implement reasonable measures to provide members not present in person a reasonable opportunity to participate in the meeting and to vote on matters submitted to the members, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with those proceedings, and if any member or Governor, votes or takes other action at the meeting by means of electronic transmission to the Association or electronic video screen communication, a record of that vote or action is maintained by the Association.

Section 3. - Electronic Meeting Notice

Whenever members are required or permitted to take any action at a meeting, a written notice of the meeting shall be given, under Article III Sections 4 and 5 of these bylaws, to each member entitled to vote at that meeting. For a meeting of the Board of Governors, the notice shall specify the place, date, and hour of the meeting, and the means of electronic transmission by and to the Association or electronic video screen communication, if any, by which Governors may participate in the meeting.

For the annual meeting or any other meeting of the membership of the Association, the notice shall state the matters that the Governors, at the time notice is given, intend to present for action by the members. For a special meeting, the notice shall state the general nature of the business to be transacted and shall state that no other business may be transacted. The notice of any meeting at which Governors or Officers are to be elected shall include the names of all persons who are nominees when notice is given. Except as provided otherwise in these bylaws, any proper matter may be presented at the meeting.

ARTICLE XVI - CONFLICTS OF INTEREST

In all their activities on behalf of the Association, including but not limited to any financial and other transaction between the Association and Mills College, or between the Association and other persons or entities, the Governors and the Alumnae Trustees shall carry out their fiduciary duties to the Association, including but not limited to the duty of loyalty. Governors and Alumna Trustees must refrain from acting in a manner that creates a conflict of interest between a Governor or Trustee's personal interest and the Association's interest, or creates a conflict of interest between the Governor's and the Trustee's fiduciary duties to the Association and any duties that may be owed to Mills College or any other person(s) or entities.

If the Board of Governors, by majority vote, determines that a Governor or a Trustee has an actual or potential conflict of interest due to her relationship to Mills College or another person or entity, the Board of Governors shall have the power to take appropriate action to limit the activities of the conflicted person or to otherwise remove the potential or actual conflict of interest. Any such action shall be made only at a duly noticed regular or special meeting of the Governors where a quorum of Governors is present and after reasonable debate of the issue. The Governor(s) or Trustee(s) who are the subject of the discussion shall have reasonable opportunity to be heard during any such discussion.

ARTICLE XVII – MISCELLANEOUS

Gender and Pronouns. The term “alumnae” and “alumna” herein shall refer to both the feminine and masculine without distinction and any reference to the female pronoun shall also mean comparable male pronouns.

ARTICLE XVIII - AMENDMENTS

These bylaws may be altered, amended, or repealed at any meeting of members of the Association by a two thirds (2/3) majority vote of the members present at such meeting, provided that the proposed action is included in the notice of such meeting.

Approved and Effective May 18, 2013.

1 **PROOF OF SERVICE**

2 I am a citizen of the United States and employed in Los Angeles County, California. I am
3 over the age of eighteen years and not a party to the within-entitled action. My business address
4 is Hogan Lovells US LLP, 1999 Avenue of the Stars, Suite 1400, Los Angeles, California 90067.

5 On August 27, 2021, I served a copy of the within document(s):

6 **CROSS-COMPLAINT FOR: (1) TORTIOUS INTERFERENCE WITH CONTRACT**
7 **(2) TORTIOUS INTERFERENCE WITH CONTRACT (3) DECLARATORY RELIEF**
8 **(4) BREACH OF CONTRACT (5) BREACH OF FIDUCIARY DUTY**

- 8 ☐ by transmitting via facsimile the document(s) listed above to the fax number(s) set forth
below on this date before 5:00 p.m.
9 ☒ by placing the document(s) listed above in a sealed envelope with postage thereon fully
prepaid, the United States mail at Los Angeles, California addressed as set forth below.
10 ☐ by placing the document(s) listed above in a sealed Federal Express envelope and
affixing a pre-paid air bill, and causing the envelope to be delivered to a Federal Express
agent for delivery.
11 ☐ by personally delivering the document(s) listed above to the person(s) at the address(es)
set forth below.
12 ☒ by transmitting via e-mail or electronic transmission the document(s) listed above to the
person(s) at the e-mail address(es) set forth below.

13
14 Lisa C. McCurdy
Layal Bishara
GREENBERG TRAURIG, LLP
1840 Century Park East, Suite 1900
Los Angeles, California 90067
16 Phone: 310-586-7700
Fax: 310-586-7800
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bisharal@gtlaw.com

*Attorneys for
Plaintiffs and Cross-Defendants*

18 I am readily familiar with the firm's practice of collection and processing correspondence
19 for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same
20 day with postage thereon fully prepaid in the ordinary course of business. I am aware that on
21 motion of the party served, service is presumed invalid if postal cancellation date or postage
22 meter date is more than one day after date of deposit for mailing in affidavit.

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

25 Executed on August 27, 2021, at Los Angeles, California.

26
27 

28 _____
Mae F. Chester