

EXHIBIT 1

Prior U.S. Cl.: 200

United States Patent and Trademark Office

Reg. No. 1,231,512

Registered Mar. 15, 1983

COLLECTIVE MEMBERSHIP
Principal Register



The Grand Chapter of Theta Chi Fraternity,
Incorporated (New York corporation)
848 Riverside Ave.
Trenton, N.J. 08618

For: TO INDICATE MEMBERSHIP IN APPLICANT FRATERNAL ORGANIZATION, (U.S. Cl. 200).

First use Apr. 10, 1856; in commerce Dec. 17, 1902.

The mark consists of the Greek letters Theta and Chi.

Ser. No. 358,410, filed Apr. 5, 1982.

WILLIAM WEINSTEIN, Examining Attorney

EXHIBIT 2

Prior U.S. Cl.: 200

United States Patent and Trademark Office

Reg. No. 1,240,699
Registered May 31, 1983

COLLECTIVE MEMBERSHIP
Principal Register

THETA CHI

The Grand Chapter of Theta Chi Fraternity,
Incorporated (New Jersey corporation)
848 Riverside Ave.
Trenton, N.J. 08618

For MEMBERSHIP IN APPLICANT FRATERNAL ORGANIZATION, (U.S. Cl. 200).
First use Apr. 10, 1856; in commerce Dec. 13, 1902.
The mark consists of the names for the 8th and 22nd letters of the Greek alphabet.

Ser. No. 358,444, filed Apr. 5, 1982.

RUSS HERMAN, Examining Attorney

EXHIBIT 3

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (“Agreement”) is entered into by and between Theta Chi Fraternity, Inc., a New York tax exempt corporation with a principal place of business at 3330 Founders Road, Indianapolis, Indiana (“Theta Chi”) and Alumni Association of Chi Theta Chi House (“the Association”), a California nonprofit mutual benefit corporation with a principal place of business at 3317 22nd Street, San Francisco, CA 94110. This Agreement shall be effective as of the date it becomes fully executed below (“Effective Date”).

RECITALS

WHEREAS, Theta Chi is a men’s fraternity with active chapters on college campuses located throughout the United States. Theta Chi has registered four “Collective Membership” trademarks with the United States Patent and Trademark Office: the Greek Letters “ΘΧ” denoting its identifying symbols (Registration No. 1,231,512), the words “THETA CHI” denoting the fraternity name (Registration No. 1,240,699), the “Coat of Arms” or “Theta Chi Crest” (Registration No. 1,549,640), and Membership Pin design and configuration (Registration No. 1,221, 273) (collectively “the Theta Chi Marks”).

WHEREAS, from approximately May 1920 until March 1988, Theta Chi maintained the Alpha Epsilon chapter at Stanford University, located at 576 Alvarado Row, Stanford, California (“the Property”), pursuant to a leasehold agreement with the University.

WHEREAS, on or about March 11, 1988, Theta Chi revoked the charter of the Alpha Epsilon chapter.

WHEREAS, sometime after March 1988, the Association, a California nonprofit mutual benefit corporation, with Stanford University Office of Residential Education, began managing the Property solely as a student cooperative living residence and has since that time continuously referred to it as the “Chi Theta Chi” House (“the House”), denoted by the Greek letters “Chi Theta Chi” or “ΧΘΧ” (the “Chi Theta Chi Marks”).

WHEREAS, effective September 1, 2012, Stanford University terminated the Association's ground lease to the Property, became the sole owner of the structure located thereon, and assumed full responsibility for providing student housing at the Property.

WHEREAS, on October 30, 2012, Theta Chi filed a complaint in the Superior Court of the State of California for the County of Santa Clara against the Association, Case No. 112CV235099, alleging claims of federal trademark infringement under § 32(l) of the Lanham Act, 15 U.S.C. § 1114(l), federal trademark dilution under § 43(c) of the Lanham Act, 15 U.S.C. § 1125(c), trademark dilution under California law, unfair competition under California law, and misappropriation under California law. On November 20, 2012, Association filed a notice of removal of the action to the United States District Court for the Northern District of California, and the action was assigned Case No. C-12-5942-JSC (hereinafter "the Action"). Association denies all of the claims asserted in the Action.

WHEREAS, Theta Chi and the Association desire to compromise and settle the claims asserted in the Action and avoid further disputes.

NOW, THEREFORE, for and in consideration of the foregoing and of the mutual representations, promises, terms, and conditions contained herein, the sufficiency and receipt of which is hereby conclusively acknowledged, and intending to be bound, Theta Chi and the Association agree as follows:

TERMS OF AGREEMENT

1. ASSOCIATION'S OBLIGATIONS

a. Discontinuation of Use of Theta Chi and Chi Theta Chi Marks

(i) No later than thirty (30) days after the Effective Date, the Association shall permanently cease all use in commerce of the Theta Chi and Chi Theta Chi Marks in whole or in part as a trade name, trademark, service mark, or domain name; provided, however, Association may use its new name with the phrase "formerly

known as the Alumni Association of Chi Theta Chi House” and may continue using “xox” in the name of its group email distribution lists (e.g. “xoxboard@.....com” or “xoxalumni@.....com”), until no later than August 1, 2013.

(ii) No later than thirty (30) days after the Effective Date, the Association shall ensure that all members are notified of the terms of this Agreement but, except as provided in Paragraph 1.b below, does not have any obligation hereunder to take any action regarding any use of the Theta Chi or Chi Theta Chi Marks at the House or the Property by non-member residents.

(iii) Theta Chi also agrees that the Association may use the name “Alumni Association of Chi Theta Chi House” in connection with filing the Certificate of Election to Wind Up and Dissolve Association that will be filed with the California Secretary of State, pursuant to Paragraph 1.c below, and the name “Alpha Epsilon Alumni Association of Theta Chi Fraternity” and/or “Alumni Association of Chi Theta Chi House” as may be reasonably required in the Association's state or federal income and other tax returns of the Association for tax year 2012 and their related correspondence and any final returns relating to the Association's dissolution in 2013. The Association will not provide its Federal income tax returns for 2012 and following years to the Guidestar web site or knowingly permit such returns to otherwise become generally available to the public.

b. Change of Name of House

The Association shall not oppose or interfere with any effort by Theta Chi to cause Stanford and the residents of the Property to change the name of the House, such that the name no longer includes the words “theta” or “chi” or their Greek letter equivalents “Θ” or “Χ”. The Association shall provide written consents assisting with such name change to the extent reasonably requested by Theta Chi, Stanford or the student residents of the House. Theta Chi shall be responsible for preparing

and/or providing any documentation that requires Association's signature under this paragraph b.

c. Dissolution of Association

No later than twenty (20) days after the Effective Date, the Association shall initiate its dissolution by filing its Certificate of Election to Wind Up and Dissolve with the California Secretary of State. The Association shall complete its dissolution and terminate its existence by filing a Certificate of Dissolution with the California Secretary of State by no later than August 1, 2013. Any successor organization to the Association shall not include the words "Theta" or "Chi" or their Greek letter equivalents "Θ" or "Χ" in its name.

d. Nominative Fair Use of the Chi Theta Chi Marks

Nothing herein is intended to preclude Association from making nominative fair use of the Chi Theta Chi Marks in connection with referencing the House, its former residents or describing its history. Notwithstanding the foregoing, Association shall, no later than ten (10) days after the Effective Date, remove the www.savexox.tumblr.com website and the "In Support of Chi Theta Chi's Independence" petition at www.signon.org from the Internet. The Association represents and warrants that it does not control any other social networking sites, websites, blog or other web content referencing the Chi Theta Chi Marks. The Association shall permanently refrain from making any statements that suggest the Association, House or its residents are, affiliated with or sponsored by Theta Chi.

2. THETA CHI'S OBLIGATIONS

a. Stipulated Dismissal of Action

Within five (5) business days of the Effective Date, Theta Chi shall cause to be filed the attached Stipulation of Dismissal With Prejudice pursuant to Rule 41(a) of the

Federal Rules of Civil Procedure (the "Stipulated Dismissal of Action") attached hereto as Exhibit A, pursuant to which the District Court shall dismiss with prejudice the action. The Stipulated Dismissal of Action shall provide that each party shall bear its own attorneys' fees and costs and that the Court shall retain jurisdiction to enforce the terms of this Agreement.

b. No Interference with Dissolution, Winding Up or Liquidation of Association

Theta Chi shall take no action to obstruct or interfere with the dissolution of the Association or its winding up or liquidation. Nothing shall prevent Theta Chi from taking action to enforce the terms of this Agreement in the event of a breach by the Association.

3. NO ADMISSION OF LIABILITY

Nothing contained in this Agreement, including the offer, execution, and performance hereof, constitutes an admission by any Party to this Agreement concerning the claims of any other Party or of liability with respect to any matter referred to herein.

4. CURE

In the event that either party materially breaches this Agreement, the complaining party shall provide the alleged breaching party with written notice thereof pursuant to the provisions of Paragraph 5(1) herein specifically identifying the nature of the purported breach and the alleged breaching party shall have fifteen (15) days after receipt of written notice from the complaining party specifying the nature of the purported breach to cure same or otherwise respond to the complaining party.

In the event of a material breach by one party to this Agreement, and failure to timely cure, the non-breaching party shall be entitled to enforce any and all provisions of this Agreement, recover any actual damages resulting from the breach, and any other relief that the Court may impose.

5. GENERAL TERMS

a. Mutual Release

In consideration for and subject to full and timely satisfaction of the terms and conditions set forth in this Agreement, and except with respect to the obligations created by, acknowledged, or arising out of this Agreement, Theta Chi, on the one hand, and Association, on the other hand, do hereby for themselves and their respective legal successors and assigns, release and absolutely and forever discharge each other and their respective shareholders, officers, directors, employees, agents, attorneys, insurers, legal successors and assigns, of and from any and all claims, demands, damages, debts, liabilities, losses, accounts, reckonings, obligations (statutory, contractual, common law or however arising), costs, expenses, remedies, liens, actions and causes of action of every kind and nature whatsoever, which they have, own or hold at the time of execution of this Agreement, or at any time heretofore have had, owned or held, whether known or unknown, suspected or unsuspected, against one another arising from or related to the matters alleged in the Action. Having been so apprised and advised, each Party expressly waives any claims, rights, or other benefits arising under, flowing from or otherwise based on California Civil Code § 1542.

b. Successors and Assigns

This Agreement shall extend to, inure to the benefit of, and be binding upon the parties hereto and their respective directors, officers, partners, proprietors, attorneys, agents, servants, employees, representatives, parents, affiliates, subsidiaries, shareholders, insurers, predecessors, and successors and assigns.

c. Entire Agreement

This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior negotiations and agreements,

whether written or oral, relating to such subject matter. This Agreement may not be altered, amended, modified, or otherwise changed in any respect except by an instrument in writing duly executed by authorized representatives of each of the parties hereto.

d. Representation by Counsel

Each party to this Agreement acknowledges that it is represented by counsel concerning the matters resolved by this Agreement and the Agreement itself.

e. Governing Law and Forum Selection

This Agreement and all actions for the breach thereof will be governed, construed, and interpreted in accordance with the laws of the State of California and applicable federal statutory law without regard to or application of choice of law rules or principles

The Parties expressly consent to the exclusive jurisdiction of the United States District Court for the Northern District of California to enforce this Agreement, or to resolve any claim, controversy or dispute involving it.

f. Each party to bear its own costs, attorney fees and expenses

Each party agrees that it shall bear its own costs, attorneys' fees and other expenses associated with the Action.

g. Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such determination shall not affect the validity of the remaining provisions. The parties agree that the court making the determination of invalidity, illegality or unenforceability shall have the

power to reduce the scope, duration, or area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid, illegal or unenforceable term or provision, and this Agreement shall be enforceable as so modified.

h. Construction

The paragraph headings contained in this Agreement are provided for convenience only and shall not be considered in the interpretation and construction of this Agreement. "Hereof", "herein" and words of similar import, even when not initially capitalized, refer to this Agreement as a whole, and not to any particular section, paragraph or other provision of this Agreement.

i. Whereas Clauses Incorporated

The WHEREAS clauses of this Agreement are incorporated into and considered a part of this Agreement for all purposes, including when construing the effect of its provisions and the intent of the parties.

j. Execution of other documents

The parties agree to cooperate to effect the intent and terms of this Agreement and agree to execute any other papers or documents as may be reasonably required or necessary to effect the terms and obligations contained in this Agreement.

k. Waiver

The failure of either party at any time or times to demand strict performance by the other party of any of the terms or conditions of this Agreement shall not be construed as a permanent or continuing waiver or relinquishment thereof and each

may at any time demand strict and complete performance by the other of said terms and conditions.

1. Notice

All notices, consents, requests and demands to or upon the respective parties hereto must be in writing and delivered either in person, by electronic mail (email), by U.S. mail (certified or registered mail, postage prepaid), by facsimile (but only if followed by a prompt confirming original sent by personal delivery or mail in accordance with the foregoing), or by Federal Express or a similar recognized courier service (all charges prepaid), to the following individuals as specified below ("Notice"). Any change or substitution of a party's contact information shall be made in writing to the opposing party. The timeliness of such Notice will be measured based on the date(s) sent, and such Notice will be effective upon receipt, except for Notice by emails service which shall be deemed effective upon confirmation of receipt. For email service, each party shall designate an individual contact to receive service of the Notice on its behalf. That designated service contact shall be responsible for confirming receipt of the Notice by timely return email.

For Theta Chi:

Christopher G. Oprison
Skadden, Arps Slate, Meagher & Flom LLP
1440 New York Avenue, N.W.
Washington DC 20005
Fax: (202) 661-0595

Raoul D. Kennedy
James P. Schaefer
Skadden, Arps Slate, Meagher & Flom LLP
525 University Avenue, Suite 1100
Palo Alto, CA 94301
Fax: (650) 470-4570

William W. Palmer
Law Offices of William W. Palmer
575 University Ave. #100
Sacramento, California 95825
Fax: 916-564-5758

For Association:

Abel Allison
241 Divisadero St.
San Francisco, CA 94117

Robert N. Phillips
Reed Smith LLP
101 2nd Street
Suite 1800
San Francisco, CA 94105
Fax: 415.391.8269

Robert L. Henn
Henn, Etzel & Moore, Inc.
180 Montgomery St., Suite 700
San Francisco, CA 94104
Fax: 415-634-1601

m. Execution

The Agreement will be executed in triplicate and may be made in counterparts delivered by facsimile with originals to follow.

IN WITNESS WHEREOF AND INTENDING TO BE BOUND, the parties hereby execute this Agreement through their duly authorized representatives.

Date: 1/11/2013

THETA CHI FRATERNITY, INC., a New York tax exempt corporation

By: 

Name: Michael Mayer

Title: Executive Director, and duly authorized signer

Date: _____

ALUMNI ASSOCIATION OF CHI THETA CHI HOUSE, a California nonprofit mutual benefit corporation

By: _____

Name: _____

Title: _____, and duly authorized signer

IN WITNESS WHEREOF AND INTENDING TO BE BOUND, the parties hereby execute this Agreement through their duly authorized representatives.

Date: _____

THETA CHI FRATERNITY, INC., a New York tax exempt corporation

By: _____

Name: _____

Title: _____, and duly authorized signer

Date: 1/10/2013

ALUMNI ASSOCIATION OF CHI THETA CHI HOUSE, a California nonprofit mutual benefit corporation

By:  _____

Name: Abel Allison

Title: President, and duly authorized signer

EXHIBIT "A"

"Stipulated Dismissal of Action"

REED SMITH LLP
A limited liability partnership formed in the State of Delaware

1 Robert N. Phillips (SBN 120970)
Tiffany M. Bui (SBN 281339)
2 REED SMITH LLP
101 Second Street, Suite 1800
3 San Francisco, CA 94105-3659
Email: robphillips@reedsmith.com
4 Email: tbui@reedsmith.com

5 Telephone: +1 415 543 8700
6 Facsimile: +1 415 391 8269

7 Attorneys for Defendant
Alumni Association of Chi Theta Chi House

8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA

10 SAN JOSE DIVISION

11 Theta Chi Fraternity, Inc.,
12 Plaintiffs,
13
14 vs.
15 Alumni Association of Chi Theta Chi House,
a/k/a Chi Theta Chi, and Does 1 through 50,
16 Defendants.

Case No. C-12-5942-JSC

**JOINT STIPULATION AND
[PROPOSED] ORDER TO DISMISS
WITH PREJUDICE**

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1 Pursuant to Rule 41(a)(1)(A) and (B) of the Federal rules of Civil Procedure, the parties
2 hereby jointly stipulate to dismiss all claims in this action WITH PREJUDICE, as follows:

3 WHEREAS, on October 30, 2012, Plaintiff Theta Chi Fraternity, Inc. ("Theta Chi") filed a
4 Complaint, asserting various claims against Defendant Alumni Association of Chi Theta Chi House
5 ("Alumni Association"), including: federal trademark infringement, federal trademark dilution, state
6 trademark dilution, unfair competition, and misappropriation;

7 WHEREAS, on November 20, 2012, Alumni Association removed this action from the Santa
8 Clara County Superior Court, to the United States District Court for the Northern District of
9 California;

10 WHEREAS, on December 3, 2012, this Court entered an order granting Alumni Association
11 an extension of time to respond to initial complaint to January 14, 2013, in order to allow the parties
12 to engage in settlement negotiations;

13 WHEREAS, the parties were subsequently able to reach an agreement settling all claims in
14 this litigation and have entered into a confidential settlement agreement;

15 NOW THEREFORE, IT IS HEREBY STIPULATED AND REQUESTED, by and between
16 the parties, that all claims by the parties in this litigation be DISMISSED WITH PREJUDICE, each
17 side to bear their own attorneys' fees and costs.

18 The parties further stipulate that this Court shall retain jurisdiction to enforce the parties'
19 settlement agreement as necessary and to the fullest extent provided by law.

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Dated: January 10, 2013

By: /s/ Robert N. Phillips
Robert N. Phillips, Cal. Bar No. 120970
Tiffany M. Bui, Cal. Bar No. 281339
Reed Smith LLP
101 Second Street, Suite 1800
San Francisco, California 94105-3659
Email: robphillips@reedsmith.com
Email: tbui@reedsmith.com
Telephone: (415) 543-8700
Facsimile: (415) 391-8269

*Attorneys for Defendant
Alumni Association of Chi Theta Chi House*

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Dated: January 10, 2013

By: Raoul D. Kennedy
Raoul D. Kennedy, Cal. Bar. No. 40892
James P. Schaefer, Cal. Bar. No. 250417
Skadden, Arps, Slate, Meagher & Flom LLP
525 University Avenue, Suite 1100
Palo Alto, California 94301
Telephone: (650) 471-4500
Facsimile: (650) 470-4570
Email: chris.kennedy@skadden.com
Email: james.schaefer@skadden.com

Christopher G. Oprison
Pro Hac Vice application pending
Skadden, Arps, Slate, Meagher & Flom LLP
1440 New York Avenue, N.W.
Washington DC 20005
Telephone: (202) 372-7000
Facsimile: (202) 661-0595
Email: christopher.oprison@skadden.com

William W. Palmer, Cal. Bar. No. 146404
Law Offices of William W. Palmer
575 University Ave. #100
Sacramento, California 95825
Telephone: (916) 564-4458
Facsimile: (916) 564-5758
Email: wpalmer@palmercorp.com

Attorneys for Plaintiff
Theta Chi Fraternity, Inc.

ATTESTATION OF CONCURRENCE

I, Robert N. Phillips, attest that I am one of the attorneys for Defendant Alumni Association of Chi Theta Chi House, and, as the ECF user and filer of this document, I attest that, pursuant to United States District Court, Northern District of California Civil L.R. 5-1(i)(3), concurrence in the filing of this document has been obtained from Counsel for Plaintiff Theta Chi Fraternity, Inc.

Dated: January 10, 2013

By: /s/ Robert N. Phillips
Robert N. Phillips

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PROPOSED ORDER
RE: DISMISSAL WITH PREJUDICE

The Court, having reviewed the above Stipulation, and GOOD CAUSE APPEARING THEREFOR, hereby orders as follows:

IT IS HEREBY ORDERED THAT:

Pursuant to the Joint Stipulation of the parties, all claims in this litigation are hereby DISMISSED WITH PREJUDICE, each party to bear its own attorneys' fees and costs.

The Court shall retain jurisdiction to enforce the parties' Settlement Agreement as necessary and to the fullest extent provided by law.

Dated: _____

HONORABLE JACQUELINE SCOTT CORLEY
UNITED STATES MAGISTRATE JUDGE

EXHIBIT 4



CHRISTOPHER G. OPRISON

Akerman LLP
The Victor Building
750 9th Street, N.W., Suite 750
Washington, DC 20001
Tel: 202.824.1703
Fax: 202.585.6207

christopher.oprison@akerman.com

*****CEASE AND DESIST DEMAND NOTICE*****

January 4, 2016

Via Email and Federal Express

Robert N. Phillips, Esq. Reed Smith LLP 101 2 nd Street Suite 1800 San Francisco, CA 94105 robphillips@reedsmith.com	Robert L. Henn, Esq. Henn, Etzel & Moore, Inc. 180 Montgomery St., Suite 700 San Francisco, CA 94104 rhenn@hennetzel.com	Abel Allison 241 Divisadero St. San Francisco, CA 94117
--	--	---

Re: Breach of Settlement Agreement ICO *Theta Chi Fraternity, Inc. v. Alumni Association of Chi Theta Chi House, a/k/a Chi Theta Chi, et al, C-12-5942-JSC (ND Cal Oct 30, 2012).*

Dear Messrs Phillips, Henn and Allison:

As you know, I represent Theta Chi Fraternity, Inc., ("Theta Chi"), the Plaintiff in the above-referenced matter. The parties executed a "Settlement Agreement and Mutual Release" on January 11, 2013 (Exhibit 1), and stipulated to the dismissal of Theta Chi's claims on condition that the Alumni Association of Chi Theta Chi House ("the Association") comply with all terms and conditions of the Agreement. We have recently learned that the Association is in violation of its obligations under the Settlement Agreement, *see* Paragraph 1(a)-(d), including:

- According to the official website for the Office of the California Secretary of State,¹ the Association remains in "active" status, has not dissolved, and continues to use the entity name "Alumni Association of Chi Theta Chi House." *See* Exhibit 2.
- The Association has failed to change its name, or cooperate in changing the name of the House to omit the words "Theta" and "Chi" and their Greek letter equivalents. *See* Exhibits 3, 4.

¹ *See* <http://kepler.sos.ca.gov/>.

- The Association continues to use and permit use of the "Theta Chi" and "Chi Theta Chi" name, Greek letters and marks to suggest or imply Theta Chi's sponsorship, approval or endorsement of events and activities at the cooperative house located at 576 Alvarado Row, Stanford, California ("the Property"), including "Theta Chi Thursday" featuring thematic event such as "Anal Flora." *See* Exhibit 5, 6(a), 6(b).
- The Association continues to maintain and use "Theta Chi" paraphernalia on the Property suggesting an affiliation with or endorsement by Theta Chi. *See* Exhibit 7.
- The Association has failed to remove all content referencing the "Theta Chi" and "Chi Theta Chi" name, Greek letters and marks from its social media outlets. *See, e.g.,* twitter.com/keepxoxweird, facebook.com/keepxoxweird, and facebook.com/BringUsWithUs.
- The Association filed its 990 Forms for tax years 2013 and 2014 using the name "Alpha Epsilon Alumni Association of Theta Chi." *See* Exhibits 8, 9.

Each item set forth above, standing alone, constitutes a separate and actionable material breach of the Settlement Agreement. The creation of a "Theta Chi Thursday" with reference to the offensive and outrageous subject matter is particularly troublesome. This was no mistake, oversight or negligent act; the inception of the event and use of the Theta Chi name was an intentional and knowing violation of the terms of the Agreement. And, despite the press and social media coverage of this particular event, no responsible representative of the Association stepped forward to intervene. We believe such conduct was tortious, damaged Theta Chi's reputation and standing in the community, created confusion as to Theta Chi's affiliation with such themed events, and gives rise to a new, actionable claim for damages.

Pursuant to Paragraphs 4 and 5(l) of the Agreement, this letter constitutes written notice of the Association's material breaches presently known to Theta Chi, and demand for *immediate and total cure* thereof. Theta Chi expressly reserves the right to supplement this notification upon discovery of additional breaches. Failure by the Association to promptly cure the foregoing breaches will compel Theta Chi to explore all legal options and seek appropriate damages, including recovery of fees and costs incurred in connection herewith.

Thank you for your prompt attention to the matters raised in this letter.

Sincerely,

AKERMAN LLP

Christopher Oprison (electronically signed)

Christopher Oprison

cc: William W. Palmer, Esq.

Encl.

TAB 1

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WHEREAS, on or about March 11, 1988, Theta Chi revoked the charter of the Alpha Epsilon chapter.

WHEREAS, sometime after March 1988, the Association, a California nonprofit mutual benefit corporation, with Stanford University Office of Residential Education, began managing the Property solely as a student cooperative living residence and has since that time continuously referred to it as the "Chi Theta Chi" House ("the House"), denoted by the Greek letters "Chi Theta Chi" or "ΧΘΧ" (the "Chi Theta Chi Marks").

WHEREAS, effective September 1, 2012, Stanford University terminated the Association's ground lease to the Property, became the sole owner of the structure located thereon, and assumed full responsibility for providing student housing at the Property.

WHEREAS, on October 30, 2012, Theta Chi filed a complaint in the Superior Court of the State of California for the County of Santa Clara against the Association, Case No. 112CV235099, alleging claims of federal trademark infringement under § 32(l) of the Lanham Act, 15 U.S.C. § 1114(l), federal trademark dilution under § 43(c) of the Lanham Act, 15 U.S.C. § 1125(c), trademark dilution under California law, unfair competition under California law, and misappropriation under California law. On November 20, 2012, Association filed a notice of removal of the action to the United States District Court for the Northern District of California, and the action was assigned Case No. C-12-5942-JSC (hereinafter "the Action"). Association denies all of the claims asserted in the Action.

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known as the Alumni Association of Chi Theta Chi House” and may continue using “xox” in the name of its group email distribution lists (e.g. “xoxboard@.....com” or “xoxalumni@.....com”), until no later than August 1, 2013.

(ii) No later than thirty (30) days after the Effective Date, the Association shall ensure that all members are notified of the terms of this Agreement but, except as provided in Paragraph 1.b below, does not have any obligation hereunder to take any action regarding any use of the Theta Chi or Chi Theta Chi Marks at the House or the Property by non-member residents.

(iii) Theta Chi also agrees that the Association may use the name “Alumni Association of Chi Theta Chi House” in connection with filing the Certificate of Election to Wind Up and Dissolve Association that will be filed with the California Secretary of State, pursuant to Paragraph 1.c below, and the name “Alpha Epsilon Alumni Association of Theta Chi Fraternity” and/or “Alumni Association of Chi Theta Chi House” as may be reasonably required in the Association's state or federal income and other tax returns of the Association for tax year 2012 and their related correspondence and any final returns relating to the Association's dissolution in 2013. The Association will not provide its Federal income tax returns for 2012 and following years to the Guidestar web site or knowingly permit such returns to otherwise become generally available to the public.

b. Change of Name of House

The Association shall not oppose or interfere with any effort by Theta Chi to cause Stanford and the residents of the Property to change the name of the House, such that the name no longer includes the words “theta” or “chi” or their Greek letter equivalents “Θ” or “Χ”. The Association shall provide written consents assisting with such name change to the extent reasonably requested by Theta Chi, Stanford or the student residents of the House. Theta Chi shall be responsible for preparing

and/or providing any documentation that requires Association's signature under this paragraph b.

c. Dissolution of Association

No later than twenty (20) days after the Effective Date, the Association shall initiate its dissolution by filing its Certificate of Election to Wind Up and Dissolve with the California Secretary of State. The Association shall complete its dissolution and terminate its existence by filing a Certificate of Dissolution with the California Secretary of State by no later than August 1, 2013. Any successor organization to the Association shall not include the words "Theta" or "Chi" or their Greek letter equivalents "Θ" or "Χ" in its name.

d. Nominative Fair Use of the Chi Theta Chi Marks

Nothing herein is intended to preclude Association from making nominative fair use of the Chi Theta Chi Marks in connection with referencing the House, its former residents or describing its history. Notwithstanding the foregoing, Association shall, no later than ten (10) days after the Effective Date, remove the www.savexox.tumblr.com website and the "In Support of Chi Theta Chi's Independence" petition at www.signon.org from the Internet. The Association represents and warrants that it does not control any other social networking sites, websites, blog or other web content referencing the Chi Theta Chi Marks. The Association shall permanently refrain from making any statements that suggest the Association, House or its residents are, affiliated with or sponsored by Theta Chi.

2. THETA CHI'S OBLIGATIONS

a. Stipulated Dismissal of Action

Within five (5) business days of the Effective Date, Theta Chi shall cause to be filed the attached Stipulation of Dismissal With Prejudice pursuant to Rule 41(a) of the

Federal Rules of Civil Procedure (the "Stipulated Dismissal of Action") attached hereto as Exhibit A, pursuant to which the District Court shall dismiss with prejudice the action. The Stipulated Dismissal of Action shall provide that each party shall bear its own attorneys' fees and costs and that the Court shall retain jurisdiction to enforce the terms of this Agreement.

b. No Interference with Dissolution, Winding Up or Liquidation of Association

Theta Chi shall take no action to obstruct or interfere with the dissolution of the Association or its winding up or liquidation. Nothing shall prevent Theta Chi from taking action to enforce the terms of this Agreement in the event of a breach by the Association.

3. NO ADMISSION OF LIABILITY

Nothing contained in this Agreement, including the offer, execution, and performance hereof, constitutes an admission by any Party to this Agreement concerning the claims of any other Party or of liability with respect to any matter referred to herein.

4. CURE

In the event that either party materially breaches this Agreement, the complaining party shall provide the alleged breaching party with written notice thereof pursuant to the provisions of Paragraph 5(l) herein specifically identifying the nature of the purported breach and the alleged breaching party shall have fifteen (15) days after receipt of written notice from the complaining party specifying the nature of the purported breach to cure same or otherwise respond to the complaining party.

In the event of a material breach by one party to this Agreement, and failure to timely cure, the non-breaching party shall be entitled to enforce any and all provisions of this Agreement, recover any actual damages resulting from the breach, and any other relief that the Court may impose.

5. GENERAL TERMS

a. Mutual Release

In consideration for and subject to full and timely satisfaction of the terms and conditions set forth in this Agreement, and except with respect to the obligations created by, acknowledged, or arising out of this Agreement, Theta Chi, on the one hand, and Association, on the other hand, do hereby for themselves and their respective legal successors and assigns, release and absolutely and forever discharge each other and their respective shareholders, officers, directors, employees, agents, attorneys, insurers, legal successors and assigns, of and from any and all claims, demands, damages, debts, liabilities, losses, accounts, reckonings, obligations (statutory, contractual, common law or however arising), costs, expenses, remedies, liens, actions and causes of action of every kind and nature whatsoever, which they have, own or hold at the time of execution of this Agreement, or at any time heretofore have had, owned or held, whether known or unknown, suspected or unsuspected, against one another arising from or related to the matters alleged in the Action. Having been so apprised and advised, each Party expressly waives any claims, rights, or other benefits arising under, flowing from or otherwise based on California Civil Code § 1542.

b. Successors and Assigns

This Agreement shall extend to, inure to the benefit of, and be binding upon the parties hereto and their respective directors, officers, partners, proprietors, attorneys, agents, servants, employees, representatives, parents, affiliates, subsidiaries, shareholders, insurers, predecessors, and successors and assigns.

c. Entire Agreement

This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior negotiations and agreements,

whether written or oral, relating to such subject matter. This Agreement may not be altered, amended, modified, or otherwise changed in any respect except by an instrument in writing duly executed by authorized representatives of each of the parties hereto.

d. Representation by Counsel

Each party to this Agreement acknowledges that it is represented by counsel concerning the matters resolved by this Agreement and the Agreement itself.

e. Governing Law and Forum Selection

This Agreement and all actions for the breach thereof will be governed, construed, and interpreted in accordance with the laws of the State of California and applicable federal statutory law without regard to or application of choice of law rules or principles

The Parties expressly consent to the exclusive jurisdiction of the United States District Court for the Northern District of California to enforce this Agreement, or to resolve any claim, controversy or dispute involving it.

f. Each party to bear its own costs, attorney fees and expenses

Each party agrees that it shall bear its own costs, attorneys' fees and other expenses associated with the Action.

g. Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such determination shall not affect the validity of the remaining provisions. The parties agree that the court making the determination of invalidity, illegality or unenforceability shall have the

power to reduce the scope, duration, or area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid, illegal or unenforceable term or provision, and this Agreement shall be enforceable as so modified.

h. Construction

The paragraph headings contained in this Agreement are provided for convenience only and shall not be considered in the interpretation and construction of this Agreement. "Hereof", "herein" and words of similar import, even when not initially capitalized, refer to this Agreement as a whole, and not to any particular section, paragraph or other provision of this Agreement.

i. Whereas Clauses Incorporated

The WHEREAS clauses of this Agreement are incorporated into and considered a part of this Agreement for all purposes, including when construing the effect of its provisions and the intent of the parties.

j. Execution of other documents

The parties agree to cooperate to effect the intent and terms of this Agreement and agree to execute any other papers or documents as may be reasonably required or necessary to effect the terms and obligations contained in this Agreement.

k. Waiver

The failure of either party at any time or times to demand strict performance by the other party of any of the terms or conditions of this Agreement shall not be construed as a permanent or continuing waiver or relinquishment thereof and each

may at any time demand strict and complete performance by the other of said terms and conditions.

1. Notice

All notices, consents, requests and demands to or upon the respective parties hereto must be in writing and delivered either in person, by electronic mail (email), by U.S. mail (certified or registered mail, postage prepaid), by facsimile (but only if followed by a prompt confirming original sent by personal delivery or mail in accordance with the foregoing), or by Federal Express or a similar recognized courier service (all charges prepaid), to the following individuals as specified below ("Notice"). Any change or substitution of a party's contact information shall be made in writing to the opposing party. The timeliness of such Notice will be measured based on the date(s) sent, and such Notice will be effective upon receipt, except for Notice by emails service which shall be deemed effective upon confirmation of receipt. For email service, each party shall designate an individual contact to receive service of the Notice on its behalf. That designated service contact shall be responsible for confirming receipt of the Notice by timely return email.

For Theta Chi:

Christopher G. Oprison
Skadden, Arps Slate, Meagher & Flom LLP
1440 New York Avenue, N.W.
Washington DC 20005
Fax: (202) 661-0595

Raoul D. Kennedy
James P. Schaefer
Skadden, Arps Slate, Meagher & Flom LLP
525 University Avenue, Suite 1100
Palo Alto, CA 94301
Fax: (650) 470-4570

William W. Palmer
Law Offices of William W. Palmer
575 University Ave. #100
Sacramento, California 95825
Fax: 916-564-5758

For Association:

Abel Allison
241 Divisadero St.
San Francisco, CA 94117

Robert N. Phillips
Reed Smith LLP
101 2nd Street
Suite 1800
San Francisco, CA 94105
Fax: 415.391.8269

Robert L. Henn
Henn, Etzel & Moore, Inc.
180 Montgomery St., Suite 700
San Francisco, CA 94104
Fax: 415-634-1601

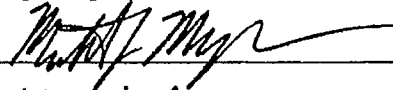
m. Execution

The Agreement will be executed in triplicate and may be made in counterparts delivered by facsimile with originals to follow.

IN WITNESS WHEREOF AND INTENDING TO BE BOUND, the parties hereby execute this Agreement through their duly authorized representatives.

Date: 1/11/2013

THETA CHI FRATERNITY, INC., a New York tax exempt corporation

By: 

Name: Michael Mayer

Title: Executive Director, and duly authorized signer

Date: _____

ALUMNI ASSOCIATION OF CHI THETA CHI HOUSE, a California nonprofit mutual benefit corporation

By: _____

Name: _____

Title: _____, and duly authorized signer

IN WITNESS WHEREOF AND INTENDING TO BE BOUND, the parties hereby execute this Agreement through their duly authorized representatives.

Date: _____

**THETA CHI FRATERNITY, INC., a New York
tax exempt corporation**

By: _____

Name: _____

Title: _____, and duly authorized signer

Date: 1/10/2013

**ALUMNI ASSOCIATION OF CHI THETA CHI
HOUSE, a California nonprofit mutual benefit
corporation**

By: 

Name: Abel Allison

Title: President, and duly authorized signer

EXHIBIT "A"

"Stipulated Dismissal of Action"

REED SMITH LLP

A limited liability partnership formed in the State of Delaware

1 Robert N. Phillips (SBN 120970)
Tiffany M. Bui (SBN 281339)
2 REED SMITH LLP
101 Second Street, Suite 1800
3 San Francisco, CA 94105-3659
Email: robphillips@reedsmith.com
4 Email: tbui@reedsmith.com

5 Telephone: +1 415 543 8700
6 Facsimile: +1 415 391 8269

7 Attorneys for Defendant
Alumni Association of Chi Theta Chi House

8 UNITED STATES DISTRICT COURT

9 NORTHERN DISTRICT OF CALIFORNIA

10 SAN JOSE DIVISION

11 Theta Chi Fraternity, Inc.,
12 Plaintiffs,
13

14 vs.

15 Alumni Association of Chi Theta Chi House,
a/k/a Chi Theta Chi, and Does 1 through 50,

16 Defendants.
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Case No. C-12-5942-JSC

**JOINT STIPULATION AND
[PROPOSED] ORDER TO DISMISS
WITH PREJUDICE**

1 Pursuant to Rule 41(a)(1)(A) and (B) of the Federal rules of Civil Procedure, the parties
2 hereby jointly stipulate to dismiss all claims in this action WITH PREJUDICE, as follows:

3 WHEREAS, on October 30, 2012, Plaintiff Theta Chi Fraternity, Inc. ("Theta Chi") filed a
4 Complaint, asserting various claims against Defendant Alumni Association of Chi Theta Chi House
5 ("Alumni Association"), including: federal trademark infringement, federal trademark dilution, state
6 trademark dilution, unfair competition, and misappropriation;

7 WHEREAS, on November 20, 2012, Alumni Association removed this action from the Santa
8 Clara County Superior Court, to the United States District Court for the Northern District of
9 California;

10 WHEREAS, on December 3, 2012, this Court entered an order granting Alumni Association
11 an extension of time to respond to initial complaint to January 14, 2013, in order to allow the parties
12 to engage in settlement negotiations;

13 WHEREAS, the parties were subsequently able to reach an agreement settling all claims in
14 this litigation and have entered into a confidential settlement agreement;

15 NOW THEREFORE, IT IS HEREBY STIPULATED AND REQUESTED, by and between
16 the parties, that all claims by the parties in this litigation be DISMISSED WITH PREJUDICE, each
17 side to bear their own attorneys' fees and costs.

18 The parties further stipulate that this Court shall retain jurisdiction to enforce the parties'
19 settlement agreement as necessary and to the fullest extent provided by law.

20 Dated: January 10, 2013

21 By: /s/ Robert N. Phillips
22 Robert N. Phillips, Cal. Bar No. 120970
23 Tiffany M. Bui, Cal. Bar No. 281339
24 **Reed Smith LLP**
25 101 Second Street, Suite 1800
26 San Francisco, California 94105-3659
27 Email: robphillips@reedsmith.com
28 Email: tbui@reedsmith.com
Telephone: (415) 543-8700
Facsimile: (415) 391-8269

*Attorneys for Defendant
Alumni Association of Chi Theta Chi House*

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Dated: January 10, 2013

By: Raoul D. Kennedy

Raoul D. Kennedy, Cal. Bar. No. 40892
James P. Schaefer, Cal. Bar. No. 250417
Skadden, Arps, Slate, Meagher & Flom LLP
525 University Avenue, Suite 1100
Palo Alto, California 94301
Telephone: (650) 471-4500
Facsimile: (650) 470-4570
Email: chris.kennedy@skadden.com
Email: james.schaefer@skadden.com

Christopher G. Oprison
Pro Hac Vice application pending
Skadden, Arps, Slate, Meagher & Flom LLP
1440 New York Avenue, N.W.
Washington DC 20005
Telephone: (202) 372-7000
Facsimile: (202) 661-0595
Email: christopher.oprison@skadden.com

William W. Palmer, Cal. Bar. No. 146404
Law Offices of William W. Palmer
575 University Ave. #100
Sacramento, California 95825
Telephone: (916) 564-4458
Facsimile: (916) 564-5758
Email: wpalmer@palmercorp.com

Attorneys for Plaintiff
Theta Chi Fraternity, Inc.

ATTESTATION OF CONCURRENCE

I, Robert N. Phillips, attest that I am one of the attorneys for Defendant Alumni Association of Chi Theta Chi House, and, as the ECF user and filer of this document, I attest that, pursuant to United States District Court, Northern District of California Civil L.R. 5-1(i)(3), concurrence in the filing of this document has been obtained from Counsel for Plaintiff Theta Chi Fraternity, Inc.

Dated: January 10, 2013

By: /s/ Robert N. Phillips
Robert N. Phillips

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PROPOSED ORDER
RE: DISMISSAL WITH PREJUDICE

The Court, having reviewed the above Stipulation, and GOOD CAUSE APPEARING THEREFOR, hereby orders as follows:

IT IS HEREBY ORDERED THAT:

Pursuant to the Joint Stipulation of the parties, all claims in this litigation are hereby DISMISSED WITH PREJUDICE, each party to bear its own attorneys' fees and costs.

The Court shall retain jurisdiction to enforce the parties' Settlement Agreement as necessary and to the fullest extent provided by law.

Dated: _____

HONORABLE JACQUELINE SCOTT CORLEY
UNITED STATES MAGISTRATE JUDGE

1 Robert N. Phillips (SBN 120970)
Tiffany M. Bui (SBN 281339)
2 REED SMITH LLP
101 Second Street, Suite 1800
3 San Francisco, CA 94105-3659
Email: robphillips@reedsmith.com
4 Email: tbui@reedsmith.com

5 Telephone: +1 415 543 8700
6 Facsimile: +1 415 391 8269

7 Attorneys for Defendant
Alumni Association of Chi Theta Chi House

8 UNITED STATES DISTRICT COURT

9 NORTHERN DISTRICT OF CALIFORNIA

10 SAN JOSE DIVISION

11 Theta Chi Fraternity, Inc.,

12 Plaintiffs,

13 vs.

14 Alumni Association of Chi Theta Chi House,
15 a/k/a Chi Theta Chi, and Does 1 through 50,

16 Defendants.

Case No. C-12-5942-JSC

**JOINT STIPULATION AND
[PROPOSED] ORDER TO DISMISS
WITH PREJUDICE**

REED SMITH LLP
A limited liability partnership formed in the State of Delaware

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1 Pursuant to Rule 41(a)(1)(A) and (B) of the Federal rules of Civil Procedure, the parties
2 hereby jointly stipulate to dismiss all claims in this action WITH PREJUDICE, as follows:

3 WHEREAS, on October 30, 2012, Plaintiff Theta Chi Fraternity, Inc. ("Theta Chi") filed a
4 Complaint, asserting various claims against Defendant Alumni Association of Chi Theta Chi House
5 ("Alumni Association"), including: federal trademark infringement, federal trademark dilution, state
6 trademark dilution, unfair competition, and misappropriation;

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8 Clara County Superior Court, to the United States District Court for the Northern District of
9 California;

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11 an extension of time to respond to initial complaint to January 14, 2013, in order to allow the parties
12 to engage in settlement negotiations;

13 WHEREAS, the parties were subsequently able to reach an agreement settling all claims in
14 this litigation and have entered into a settlement agreement;

15 NOW THEREFORE, IT IS HEREBY STIPULATED AND REQUESTED, by and between
16 the parties, that all claims by the parties in this litigation be DISMISSED WITH PREJUDICE, each
17 side to bear their own attorneys' fees and costs.

18 The parties further stipulate that this Court shall retain jurisdiction to enforce the parties'
19 settlement agreement as necessary and to the fullest extent provided by law.

20 Dated: January 14, 2013

21 By: /s/ Robert N. Phillips
22 Robert N. Phillips, Cal. Bar No. 120970
23 Tiffany M. Bui, Cal. Bar No. 281339
24 **Reed Smith LLP**
25 101 Second Street, Suite 1800
26 San Francisco, California 94105-3659
27 Email: robphillips@reedsmith.com
28 Email: tbui@reedsmith.com
Telephone: (415) 543-8700
Facsimile: (415) 391-8269

*Attorneys for Defendant
Alumni Association of Chi Theta Chi House*

REED SMITH LLP
A limited liability partnership formed in the State of Delaware

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REED SMITH LLP
A limited liability partnership formed in the State of Delaware

Dated: January 14, 2013

By: Raoul D. Kennedy

Raoul D. Kennedy, Cal. Bar. No. 40892
James P. Schaefer, Cal. Bar. No. 250417
Skadden, Arps, Slate, Meagher & Flom LLP
525 University Avenue, Suite 1100
Palo Alto, California 94301
Telephone: (650) 471-4500
Facsimile: (650) 470-4570
Email: chris.kennedy@skadden.com
Email: james.schaefer@skadden.com

Christopher G. Oprison
Pro Hac Vice application pending
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1440 New York Avenue, N.W.
Washington DC 20005
Telephone: (202) 372-7000
Facsimile: (202) 661-0595
Email: christopher.oprison@skadden.com

William W. Palmer, Cal. Bar. No. 146404
Law Offices of William W. Palmer
575 University Ave. #100
Sacramento, California 95825
Telephone: (916) 564-4458
Facsimile: (916) 564-5758
Email: wpalmer@palmercorp.com

Attorneys for Plaintiff
Theta Chi Fraternity, Inc.

ATTESTATION OF CONCURRENCE

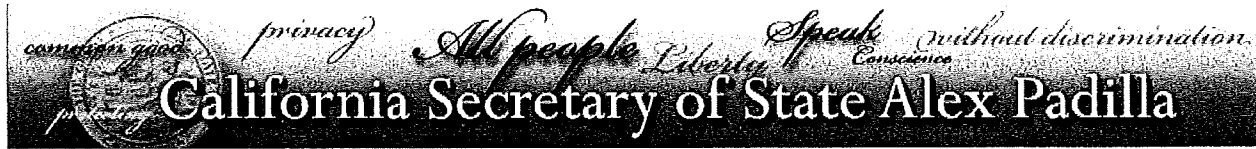
I, Robert N. Phillips, attest that I am one of the attorneys for Defendant Alumni Association of Chi Theta Chi House, and, as the ECF user and filer of this document, I attest that, pursuant to United States District Court, Northern District of California Civil L.R. 5-1(i)(3), concurrence in the filing of this document has been obtained from Counsel for Plaintiff Theta Chi Fraternity, Inc.

Dated: January 14, 2013

By: /s/ Robert N. Phillips

Robert N. Phillips

TAB 2



Secretary of State Main Website Business Programs Notary & Authentications Elections Campaign & Lobbying

Business Entities (BE)

Online Services

- **E-File Statements of Information for Corporations**
- **Business Search**
- **Processing Times**
- **Disclosure Search**

Main Page

Service Options

Name Availability

Forms, Samples & Fees

Statements of Information
(annual/biennial reports)

Filing Tips

Information Requests
(certificates, copies & status reports)

Service of Process

FAQs

Contact Information

Resources

- **Business Resources**
- **Tax Information**
- **Starting A Business**

Customer Alerts

- **Business Identity Theft**
- **Misleading Business Solicitations**

Business Search - Results

Data is updated to the California Business Search on Wednesday and Saturday mornings. Results reflect work processed through Friday, January 01, 2016. Please refer to **Processing Times** for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

- Select an entity name below to view additional information. Results are listed alphabetically in ascending order by entity name.
- For information on checking or reserving a name, refer to **Name Availability.**
- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to **Information Requests.**
- For help with searching an entity name, refer to **Search Tips.**
- For descriptions of the various fields and status types, refer to **Field Descriptions and Status Definitions.**

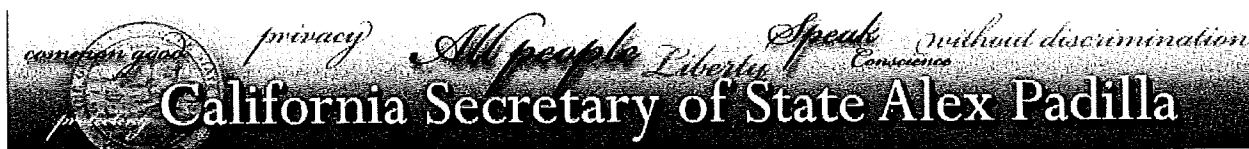
Results of search for "ALUMNI ASSOCIATION OF CHI THETA CHI HOUSE" returned 1 entity record.

Entity Number	Date Filed	Status	Entity Name	Agent for Service of Process
C0131837	12/21/1928	ACTIVE	<u>ALUMNI ASSOCIATION OF CHI THETA CHI HOUSE</u>	MADELEINE DOUGLAS

[Modify Search](#) [New Search](#)

[Privacy Statement](#) | [Free Document Readers](#)

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Secretary of State Main Website Business Programs Notary & Authentications Elections Campaign & Lobbying

Business Entities (BE)

Online Services

- **E-File Statements of Information for Corporations**
- **Business Search**
- **Processing Times**
- **Disclosure Search**

Main Page

Service Options

Name Availability

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(annual/biennial reports)

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(certificates, copies & status reports)

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FAQs

Contact Information

Resources

- **Business Resources**
- **Tax Information**
- **Starting A Business**

Customer Alerts

- **Business Identity Theft**
- **Misleading Business Solicitations**

Business Entity Detail

Data is updated to the California Business Search on Wednesday and Saturday mornings. Results reflect work processed through Friday, January 01, 2016. Please refer to Processing Times for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

Entity Name:	ALUMNI ASSOCIATION OF CHI THETA CHI HOUSE
Entity Number:	C0131837
Date Filed:	12/21/1928
Status:	ACTIVE
Jurisdiction:	CALIFORNIA
Entity Address:	3317 22ND STREET
Entity City, State, Zip:	SAN FRANCISCO CA 94110
Agent for Service of Process:	MADELEINE DOUGLAS
Agent Address:	3317 22ND STREET
Agent City, State, Zip:	SAN FRANCISCO CA 94110

* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code section 2114 for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to Name Availability.
- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to Information Requests.
- For help with searching an entity name, refer to Search Tips.
- For descriptions of the various fields and status types, refer to Field Descriptions and Status Definitions.

[Modify Search](#) [New Search](#) [Printer Friendly](#) [Back to Search Results](#)

[Privacy Statement](#) | [Free Document Readers](#)

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TAB 3

Not logged in.
[LOG IN](#)

Chi Theta Chi

Chi Theta Chi is a cooperative house that split apart from the Theta Chi Fraternity over thirty years ago. The house thrives on a strong legacy of co-op living that has a deep culture of community and tradition. Chi Theta Chi is a private title house, which means that the house is owned by the Alumni Board. This means that we have non-standard furniture and we can paint our own walls, but we also have an added responsibility that requires more work. We hold a work week one week prior to the start of classes fall quarter and two work weekends at the beginning of winter and spring. During work days every resident is required to work on the house from 9 to 5 on projects around the house, which is a lot of work and also a lot of fun.

- Because the house is more than 100 years old and used to be a fraternity, the bathrooms and showers are co-ed and communal. This creates an atmosphere of comfort and trust within the community, which only seems strange until you've experienced your first group shower. Chi Theta Chi prides itself on a love for delicious food and the kitchen is the heart of our home. Although we are a meat eating co-op, we are also vegetarian and vegan friendly as about one third of the house is usually vegetarian. We also try to order all of our food organic within reason. Cook crews are lead by residents on a rotating schedule and each resident does a kitchen job (cook or clean) for about 2½ hours, once a week. At Chi Theta Chi we also have a lot of fun. We have many trips, parties, and traditions that we do as a house that have been in the house for years. Ask us about them.
- It is possible to have a conflict with work days, but residents must make up the hours.

Chi Theta Chi on the Campus Map: <http://campus-map.stanford.edu/Index.cfm?ID=11-100>



Pre-assignment Requirements

Living In Chi Theta Chi requires more work than other co-ops, so pre-assignment also requires slightly more work.

To get pre-assigned into Chi Theta Chi, applicants must participate in a Work Day (TBA) or complete the equivalent five hours of work in the house prior to the Work Day. You must also take a tour of the house. If you are abroad or cannot come to work day, please contact a staff member (see contact information below).

For abroad students:

We will have them contact us and work out an acceptable task to do from abroad. (ex. a group rowed out to the middle of a lake in Madrid and took a picture of themselves spelling XOX out). We have covered this in our answers to the website questions.

For students already in other co-ops:

They will still be required to come to Work Day (TBA)

Regular Draw Requirements

Requirements for drawing into Chi Theta Chi are the same as the pre-assignment criteria above.

Requirements and Agreements as a Resident

Residents are required to attend work week prior to the start of fall quarter and work weekends on the first weekend of winter and spring quarter. Work days consist of working on house improvements, projects, and cleaning from 9 to 5. Residents are required to participate in a cook or a clean shift in the kitchen once a week for approximately 2-3 hours. They must also complete a Sunday kitchen clean once per quarter.

Finally, all residents have a house job assigned quarterly that they must complete once per week that take about 1 hour.

Contact Information

Click here for Chi Theta Chi staff contact information.

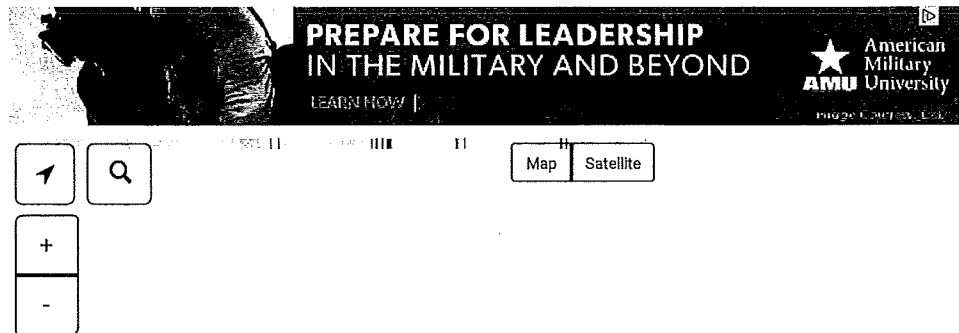
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TAB 4

Chi Theta Chi
 (<http://www.getcampusmaps.com/stanford-university/chi-theta-chi/>) at Stanford
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Get Your Campus Map App (<https://itunes.apple.com/us/app/campus-maps/id454084144?mt=8&uo=>



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TAB 5

The Stanford Daily

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PAPER VOID'S UPSET AT CHI THETA CHI

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Benjamin Sorensen
Music Desk Editor



By: Benjamin Sorensen | Music Desk Editor

On Saturday night, the Stanford Concert Network hosted two genre-bending bands at Chi Theta Chi for a free house concert. The set opened with relative unknowns Paper Void, an Oakland based funk/fusion/neo-soul outfit with deep Stanford ties. They were followed by BADBADNOTGOOD, an acclaimed Canadian pseudo-jazz trio who have made waves with their instrumental albums and worked extensively with hip-hop and R&B superstars. If music were a competition, this would be a tale of David and Goliath.

The tale of the tape shows a clear imbalance of success. Paper Void opened at Frost last year, while BBNG played at SXSW and the Montreal International Jazz Festival; Paper Void has 750 likes on their Facebook page, BBNG has over 84,000; Paper Void recorded their debut EP "Unfold" and released it free to fans, and BBNG dropped a full-length studio album with legendary Wu-Tang emcee Ghostface Killah. The two are in completely different leagues, and I expected to hear the difference in their performances. But on Saturday night, the underdogs flipped the script and blew the headliners out of the water.

Simply put, Paper Void is a force to be reckoned with. Consisting of vocalists Ella Cooley and Hannah Martinson '13, keyboardist Nathan Bickert, emcee Alberto Guzmán '13, trumpeter Daniel Bereket '17, guitarist Gavin Leeper '13, bassist Evan Gilterman '14 and drummer Alex Favaro '12, they're a young group of thoughtful and sophisticated musicians with eyes and ears set on greatness. Their sound is something like Hiatus Kaiyote meets J Dilla meets Snarky Puppy (just a few of my favorite things). In other words, they combine tasty syncopation, synths and singing with classic hip-hop beats and broken swing, then tie it all together with intelligent improvisation and undeniable groove.



Paper Void played a stunning opening set at Chi Theta Chi. Courtesy of Johan Ismael.

Cooley and Martinson's vocal harmonies rarely missed the mark, and Guzman's raps delivered fresh energy and flavor. The band's instrumental solos were hip but not overly flashy, and their coordination of broken and off-beat rhythms was masterful. Led by Favaro's drumming, the band held laid-back grooves that hit just behind the beat (the ultimate rhythmic expression of cool), before suddenly bursting out for climactic moments of all-out energy. Bickert was especially impressive on the keys, using an arsenal of dirty synths to flavor his solos.

Paper Void weaved their way through a set of originals and covers, including a tongue-in-cheek variation on the crowd favorite "Leave (Get Out)" by 2004's teen pop wonder JoJo, a riff on "Fall in Love" by hip-hop collective Slum Village and a cover of James Blake's dubsteppy ambient hit "Retrograde." At one point, the vocals dropped out and the band went into a faithful rendition of Dilla's "Time: The Donut of the Heart," matching the original computerized riffs to a tee — no easy feat for a live band.

ON CAMPUS



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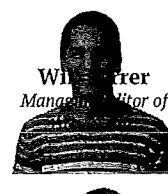
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AT OVER 95 OF THE FORTUNE 100.

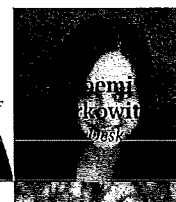


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ARTS & LIFE COLUMNISTS



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As Paper Void packed up its set, the crowd swelled in anticipation of BADBADNOTGOOD's headlining performance. BBNG's sound is defined by its uncommon application of traditional jazz instrumentation to hip-hop standards and instrumental groove-oriented originals. They're gifted crowd-pleasers, skilled at engaging the audience with their energy and stage presence. Nevertheless, their music comes off as self-indulgent, unrefined and a bit immature.

These qualities are easily overlooked in a loud, crowded room with booming acoustics, and all things considered, might be irrelevant to the band's function at a house party. But all it takes is a step back from the hype and energy to expose the music as uncoordinated and unserious. The bass was rhythmically inconsistent and far too loud, overpowering the somewhat monotonous drums, and the keys were aggressively dissonant and unrestrained. There was energy, but it didn't feel controlled. The combined effect was frenzied and careless.

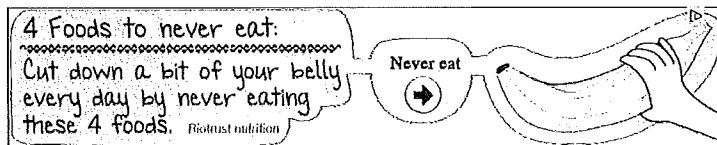
In the end I felt short-changed by BBNG, but I'm delighted to have discovered Paper Void. I strongly believe — and genuinely hope — that they'll blow up soon. They deserve to be heard.

Contact Benjamin Sorensen at bcsoren 'at' stanford.edu.

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ABOUT BENJAMIN SORENSEN



Benjamin Sorensen covers jazz for the Arts & Life section of the Stanford Daily. He is an undeclared sophomore from Stanford, California with interests in political science, Chinese, and music. He enjoys playing guitar, talking about music, and wishing he could sing. Contact him at bcsoren 'at' stanford.edu.

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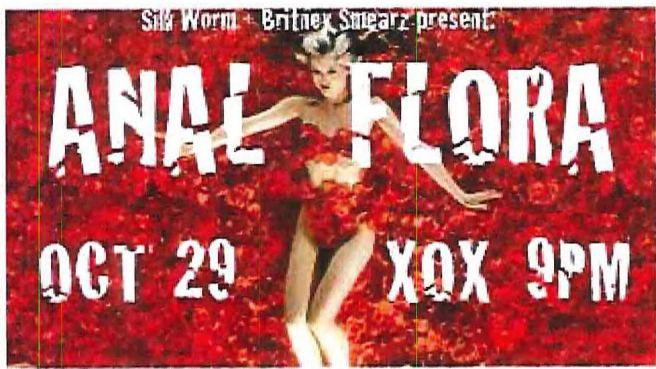
UPCOMING ARTS EVENTS

JANUARY, 2016 < > SORT OPTIONS

TAB 6a

This event has ended

Theta Chi Thursday X Silk Worm & Britney Smearz: Anal Flora



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Is week 6 getting u down with papers, psets & young men wearing Polo shirts (tucked in)? Come to XOX this Thursday for a night of weird & wonderful performances featuring SILK WORM & BRITNEY SMEARZ! Pre-floral music provided by Saba Wolf followed by a set in the speakery by Mac & Eugenia.

Contact: ljbryant@stanford.edu to perform!

SUID to be sexually confused
21+ to do something about that.

Chi Theta Chi
176 Alvarado Blvd
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TAB 6b



stanford arts review **f**



US THEM MISSION **SUBMIT** | PROFILES PLAYLISTS
REVIEWS COMMENTARY TOPICS +

Queens, Queers and Anal Flora

by [Alex Zivkovic](#) / November 3, 2015





Last week's Theta Chi Thursday presented Anal Flora, a performance organized by Silk Worm and Britney Smearz that featured dancing, singing, roller skates, and a whole lot of clacking high heels. Many of the performers were in gender-bending costuming but even in the more hetero performances, there was attention to finding jokes that tread the fine line between disgusting and cute or awful and hilarious—the stuff that camp is made of. Anal Flora had an outstanding level of unity across the various genres of performance, mostly showcasing a fun and healthy way to do drag that centered on queerness and difference.

An unfinished conversation

In the first incense-filled act, Calvin Studebaker—who played Pentheus, the King, in *The Bacchae* last year—performed with Peter Oathout as a couple engaged in patterns of abuse and possessiveness.

As someone who religiously tracked Pentheus in the interactive performance last year, I was struck by the parallels between the pseudo-seduction scene underway on stage here and the intimate scene between Pentheus and Dionysus as the king dons women's clothing.

Here, Studebaker wore a Sia-inspired, Elastic Heart-esque leotard, with a small skirt that reminded me of the heels and dress he wore in that other performance. But the similarities laid more in their ways of interacting. In The Freaks' production of *bacchae* last spring, Tucker Bryant as Dionysus enchants and intoxicates Pentheus, forcing him to wear women's clothing as he forcibly strips his clothes just as here Oathout writhes against Studebaker.

The receptions of the performances, however, were wildly different. As alluring as the pulsing music and pink lighting was, the sensual seduction in *bacchae* was meant to be horrifying. One person clearly held all the power as Dionysus commanded Pentheus and (spoiler if you still haven't read the two millennia old play,) ultimately, Pentheus dies because of this.

In the Chi Theta Chi lounge, Studebaker's body was no less abused. Limp and lifeless for most of the scene, he was subjected to Peter's actions. Yet laughter somehow permeated the layers of relationship abuse, possessiveness, and assault that the performance was addressing.

Did people laugh perhaps because a queer actor was “seducing” a straight actor? I’m truly horrified that the audience reacted this way, though perhaps some of the blame lies in the more theatrical and borderline-silly facial expressions of Oathout’s anger.

But I do not want to remove the blame entirely from the production itself since it was undeniably and unexpectedly triggering of various forms of violence and abuse. I fear the performance—during which Studebaker shattered a glass candle holder in revenge—resonated too closely to the true violence committed to students on our campus for it to prompt dialogue. As one such student subjected to this violence before, I had to look away.

The performance’s serious tone was in stark contrast with the remainder of the evening, packed full of silly dance and song. If this performance wanted to instigate dialogue, when were they hoping to have a much needed debrief? Somewhere between the Broadway show tunes and ukulele campfire songs?

The night was advertised as a series of performances book-ended by musical sets. Were people primed to have this kind of talk? Were the performers willing to engage in it? To display such violence without the chance to reflect on it is wrong because all that does is leave the aesthetics of violence without the prompt for change or healing our campus so requires.

Prancing, fan kicks, and gender politics

Wrapped in a luxurious fur coat, Will Funk coyly eyed the crowd, breaking the cycle of violence that the last performance left us with. Posed on the stage, Funk's overdone flickering eyelashes initiated the sequence of silly performances to come.

Once the music began, the statuesque diva came to life. Funk, our former tree, pranced along the stage, translating last year's erratic side-of-the-field kicking and dancing to the sensual display of his (fantastic!) "tits and ass" to the song, "Dance Ten Looks Three" from A Chorus Line.

Choosing a song that glorifies tits and asses is risky. Such a proclamation can easily veer into the gender essentialism that can make drag easily and clearly problematic. These are features commodified by our heteropatriarchal world and men subject women to unwanted attention and violence over their looks everyday.

So a man singing a song about the glory of one's breasts and ass might ignore the darker parts of living as a woman—not just performing one on the stage (this is similar to the ways appropriative costuming glorifies aspects of a minority,

underrepresented, and often abused culture without addressing inequalities).

Yet in the context of the queerness of the evening, the proclamation of having tits and ass felt less like a reduction of femininity to these assets than a satisfaction of one's desire to perform and be read as femme.

For example, earlier in the evening, Britney told Silk Worm, who fumbled through some introductions, that those intros were "as smooth as your cheeks." Silk Worm replied, "Gender dysphoria isn't funny."

Not all of the female-impersonating drag performers were transfemme, but that option and awareness of trans identity is precisely the context that drag must provide if it wants to avoid blatant sexism. The entire atmosphere of the evening acknowledged that gender was fluid. These performances on stage were no different than the leggings and skirts or suits that people designated-male-at-birth wore in the crowd; we were all performing gender.

And none of us were attempting to essentialize what our genders meant. Funk's performance did not reduce femininity to breasts and ass. Instead, the choice of song was particularly nuanced since it tapped into the desire to be appreciated for who one is.

In the musical, the character who sings this song was once rated a 10 for dancing, but for looks, a 3. She takes that into her own hands by paying for plastic surgery. As unfair as this fact is, her cosmetically-altered new look allows her worth as a dancer to be realized. This resonated with comments my trans femme friends make, namely that they feel safest and get misgendered least when they present hard femme.

This performance was drag done right, translating a role for a woman dancer to something that spoke to gender and performance more broadly—whether such a statement was intentional or not.

A German spiritual awakening

“I need to piss,” said Liesel von Tramp, the creation of froshperson Jake Conant. “I can feel my balls in my abdomen.”

These were the only words the character uttered on stage. As someone who occasionally wears tight femme clothes, I can understand the sentiment. As part of the performance, I’m not sure what that means, but it’s bold.

The performance paired a rhyming, evangelist derailing against celebrity culture with a German-language version of “My Heart

Will Go On”—again, I’m not sure what it means, but, again, it’s bold.

I’d love to see a full set to see what other ideas emerge. Were we supposed to ridicule the televangelist? Or is it about the objective silliness of the German language?

But I loved it as it was. The lip-syncing was near-perfect as the televangelist, bubble-gum chewing voice. Though I’m sure the religious talk was once given seriously, having these words emerge from the mouth of a laced-up drag queen had the crowd and myself hooting. And confused, but that dissonance is fine.

And then some drag kings!

A group of three drag kings appeared on stage following an illustrious introduction highlighting their world tours and past discography. It felt like SNL’s Garth and Kit singing skits, except you kept anticipating the performance to get good. They coughed into each other’s mouths, pecked each other on the lips, and began pacing along the stage singing nonsensical noises.

Because my life is so queer, instead of laughing along, I was thinking about how no one batted an eye that one of the singers had his own beard while the other two performers had to paint

theirs on. The performance was hilarious, don't get me wrong, but my mind kept thinking about the ways in which drag can and should be co-opted by people of all genders to express any gender, even if they align.

There is more to drag than deviation and subversion. The best drag challenges and over performs any gender expression. So cis-men playing men in drag? I'm absolutely here for it.

Reimagining campfire songs

Perched on a small chair, Mariah Oxley warned the audience that her song about start-up culture "is funnier if you knew the grade I got in CS 105." In a room of people who went out on a Thursday night during Week 6, jokes about CS majors were bound to stick, so the braver performance was her first song about the timeless ballad topic, pink eye.

Even though she was not dressed in drag, her ode to farting on faces, pillows, and the bloody revenge-killing her infected eye inspired was of the same off-the-wall but on-the-mark matter that makes up the best campy drag.

Because of this tone, it wasn't strange that a straight person sang to a crowd dressed in various forms of drag themselves. The

silliness resonated with the crowd who joined in the chorus—cheerfully lamenting, “oh my pink eye” which, you know, happened to rhyme also with “dead guy.”

In which I died from fear and laughter

Heart-poundingly nerve-wracking, the best performance of the night was Silk Worm and Britney Smearz’ comedic union of call-the-babysitter horror films (the trope has [its own Wikipedia page](#)) and Adele. Now, I have a lot of thoughts on Adele ([read my review of her newest single, “Hello”](#)) so me not railing against the splicing up of her song means it had to have been done really well. And it *really* was.

Adele’s uttered “hellos” alternated with the voice of a home intruder warning the babysitter “to check the kids.” While juxtaposing these two phone-wielders is simply hilarious on its own since we all know Adele is an angel, the crazy swaying of the caller, Britney, and the horrified faces of the mime-like Silk Worm as baby sitter are what carried the performance.

Everything was exaggerated. The genius of the premise is that it’s fully-realized from the tiniest details—the thick makeup is metonymic for the thick, palpable fear Silk Worm manifests on the stage for us. Form and content are perfectly in unison here.

This performance spoke more to camp than any academic treatise ever could. It left me with an understanding of how complicated this aesthetic is since it emerges somewhere between the fake and the real and ultimately demands the paradoxical: a professional control of amateurism.

Finale

Of course, just as the performance was ending and the cast was celebrating and everyone's considering getting more beer and dancing and getting ready to leave, suddenly the performers' celebratory conga line became a human centipede.

Of course.

Because, after all, this is Anal Flora and it would be nothing without the queer, the sexual, and the abject. And what a perfect visual representation of the night than people crawling on all fours, face in each other's asses, centipeding around the room to a stunned crowd. Pink eye, fluids, eating people out—no one was ready for it but that's exactly what we came for, isn't it?

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Alex Zivkovic ('17, Art History/CSRE) has escaped from Orange County and all that this former life entailed. When he's not staring at art, he's probably writing poetry/essays/manifestos about art. Or, ya know, mobilizing his queer agenda and thinking 'bout balkan diasporas inside his palace of books.

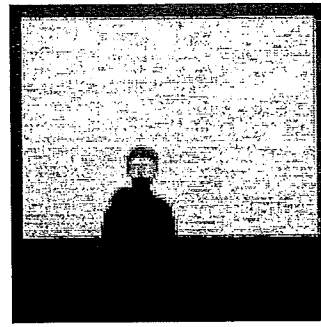
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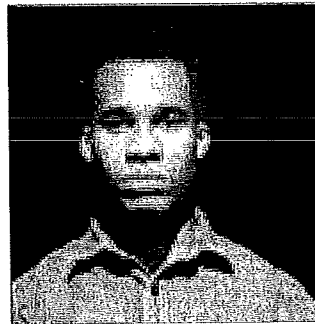
**Standing in
the Flames**



**Playtime
with the
Bacchae**



**I just met a
girl named**



**Speak These
Words: A
Video**

TAB 7



TAB 8

Return of Organization Exempt From Income Tax
 Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)
 ▶ Do not enter Social Security numbers on this form as it may be made public.
 ▶ Information about Form 990 and its instructions is at www.irs.gov/form990.

2013

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

A For the 2013 calendar year, or tax year beginning 4/01, 2013, and ending 3/31, 2014

B Check if applicable	C	D Employer identification number	
<input type="checkbox"/> Address change	ALPHA EPSILON ALUMNI ASSOC. OF THETA CHI C/O MADELEINE DOUGLAS 1160 MISSION STREET #1505 SAN FRANCISCO, CA 94103	77-0297443	
<input type="checkbox"/> Name change		E Telephone number	
<input type="checkbox"/> Initial return			
<input type="checkbox"/> Terminated			
<input type="checkbox"/> Amended return			
<input type="checkbox"/> Application pending	F Name and address of principal officer	G Gross receipts \$	0.
	SAME AS C ABOVE	H(a) Is this a group return for subordinates?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
		H(b) Are all subordinates included? If 'No,' attach a list (see instructions)	Yes <input type="checkbox"/> No <input type="checkbox"/>
I Tax-exempt status	501(c)(3) <input checked="" type="checkbox"/> 501(c) (7) (insert no) 4947(a)(1) or 527		
J Website: ▶	N/A		
K Form of organization	<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other ▶	L Year of formation	M State of legal domicile CA

Part I Summary

	1 Briefly describe the organization's mission or most significant activities: <u>ALUMNI ASSOCIATION</u>			
Activities & Governance	2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets			
	3 Number of voting members of the governing body (Part VI, line 1a)	3		3
	4 Number of independent voting members of the governing body (Part VI, line 1b)	4		0
	5 Total number of individuals employed in calendar year 2013 (Part V, line 2a)	5		0
	6 Total number of volunteers (estimate if necessary)	6		0
	7a Total unrelated business revenue from Part VIII, column (C), line 12	7a		0.
	7b Net unrelated business taxable income from Form 990-T, line 34	7b		0.
Revenue	8 Contributions and grants (Part VIII, line 1h)	Prior Year		Current Year
	9 Program service revenue (Part VIII, line 2g)			
	10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	-1,048,514.		
	11 Other revenue (Part VIII, column (A), lines 5, 6, 8c, 9c, 10c, and 11e)			
	12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	-1,048,514.		0.
	Expenses	13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)		
14 Benefits paid to or for members (Part IX, column (A), line 4)				
15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)				
16a Professional fundraising fees (Part IX, column (A), line 11e)				
b Total fundraising expenses (Part IX, column (D), line 25) ▶				
17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)		151,868.		14,280.
18 Total expenses Add lines 13-17 (must equal Part IX, column (A), line 25)	151,868.		14,280.	
19 Revenue less expenses. Subtract line 18 from line 12	-1,200,382.		-14,280.	
Net Assets or Fund Balances	20 Total assets (Part X, line 16)	Beginning of Current Year		End of Year
	21 Total liabilities (Part X, line 26)	620,275.		605,995.
	22 Net assets or fund balances Subtract line 21 from line 20	0.		0.
		620,275.		605,995.

Part III Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Signature of officer	Date	11/14/14
	MADELEINE DOUGLAS	CFO	
Paid Preparer Use Only	Print/type preparer's name	Preparer's signature	Date
	JAMES W. NEWELL	JAMES W. NEWELL	10/6/14
	Firm's name ▶ VAVRINEK, TRINE, DAY & CO., LLP	Check <input type="checkbox"/> if self-employed	PTIN P00049550
	Firm's address ▶ 260 SHERIDAN AVE., SUITE 440 PALO ALTO, CA 94306	Firm's EIN ▶ 95-2648289	Phone no (650) 462-0400

May the IRS discuss this return with the preparer shown above? (see instructions) Yes No

13

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III

1 Briefly describe the organization's mission.

ALUMNI ASSOCIATION

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ?

Yes No

If 'Yes,' describe these new services on Schedule O

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services?

Yes No

If 'Yes,' describe these changes on Schedule O

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses Section 501(c)(3) and 501(c)(4) organizations and section 4947(a)(1) trusts are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported

4 a (Code:) (Expenses \$ 14,280. including grants of \$) (Revenue \$)

MAINTAINS AN ALUMNI ASSOCIATION

4 b (Code:) (Expenses \$ including grants of \$) (Revenue \$)

4 c (Code:) (Expenses \$ including grants of \$) (Revenue \$)

4 d Other program services (Describe in Schedule O)

(Expenses \$ including grants of \$) (Revenue \$)

4 e Total program service expenses 14,280.

Part IV Checklist of Required Schedules

	Yes	No
1 Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? If 'Yes,' complete Schedule A		X
2 Is the organization required to complete Schedule B, Schedule of Contributors (see instructions)?		X
3 Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? If 'Yes,' complete Schedule C, Part I		X
4 Section 501(c)(3) organizations Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? If 'Yes,' complete Schedule C, Part II		
5 Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? If 'Yes,' complete Schedule C, Part III		X
6 Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? If 'Yes,' complete Schedule D, Part I		X
7 Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? If 'Yes,' complete Schedule D, Part II		X
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? If 'Yes,' complete Schedule D, Part III		X
9 Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? If 'Yes,' complete Schedule D, Part IV		X
10 Did the organization, directly or through a related organization, hold assets in temporarily restricted endowments, permanent endowments, or quasi-endowments? If 'Yes,' complete Schedule D, Part V		X
11 If the organization's answer to any of the following questions is 'Yes,' then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable		
a Did the organization report an amount for land, buildings and equipment in Part X, line 10? If 'Yes,' complete Schedule D, Part VI		X
b Did the organization report an amount for investments— other securities in Part X, line 12 that is 5% or more of its total assets reported in Part X, line 16? If 'Yes,' complete Schedule D, Part VII		X
c Did the organization report an amount for investments— program related in Part X, line 13 that is 5% or more of its total assets reported in Part X, line 16? If 'Yes,' complete Schedule D, Part VIII		X
d Did the organization report an amount for other assets in Part X, line 15 that is 5% or more of its total assets reported in Part X, line 16? If 'Yes,' complete Schedule D, Part IX		X
e Did the organization report an amount for other liabilities in Part X, line 25? If 'Yes,' complete Schedule D, Part X		X
f Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? If 'Yes,' complete Schedule D, Part X		X
12a Did the organization obtain separate, independent audited financial statements for the tax year? If 'Yes,' complete Schedule D, Parts XI, and XII		X
b Was the organization included in consolidated, independent audited financial statements for the tax year? If 'Yes,' and if the organization answered 'No' to line 12a, then completing Schedule D, Parts XI and XII is optional		X
13 Is the organization a school described in section 170(b)(1)(A)(ii)? If 'Yes,' complete Schedule E		X
14a Did the organization maintain an office, employees, or agents outside of the United States?		X
b Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? If 'Yes,' complete Schedule F, Parts I and IV		X
15 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? If 'Yes,' complete Schedule F, Parts II and IV		X
16 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? If 'Yes,' complete Schedule F, Parts III and IV		X
17 Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? If 'Yes,' complete Schedule G, Part I (see instructions)		X
18 Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? If 'Yes,' complete Schedule G, Part II		X
19 Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? If 'Yes,' complete Schedule G, Part III		X
20a Did the organization operate one or more hospital facilities? If 'Yes,' complete Schedule H		X
b If 'Yes' to line 20a, did the organization attach a copy of its audited financial statements to this return?		

Part IV Checklist of Required Schedules (continued)

	Yes	No
21 Did the organization report more than \$5,000 of grants or other assistance to any domestic organizations or government on Part IX, column (A), line 1? If 'Yes,' complete Schedule I, Parts I and II		X
22 Did the organization report more than \$5,000 of grants or other assistance to individuals in the United States on Part IX, column (A), line 2? If 'Yes,' complete Schedule I, Parts I and III		X
23 Did the organization answer 'Yes' to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? If 'Yes,' complete Schedule J		X
24a Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? If 'Yes,' answer lines 24b through 24d and complete Schedule K. If 'No,' go to line 25a		X
b Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?		
c Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?		
d Did the organization act as an 'on behalf of' issuer for bonds outstanding at any time during the year?		
25a Section 501(c)(3) and 501(c)(4) organizations Did the organization engage in an excess benefit transaction with a disqualified person during the year? If 'Yes,' complete Schedule L, Part I		
b Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? If 'Yes,' complete Schedule L, Part I		
26 Did the organization report any amount on Part X, line 5, 6, or 22 for receivables from or payables to any current or former officers, directors, trustees, key employees, highest compensated employees, or disqualified persons? If so, complete Schedule L, Part II		X
27 Did the organization provide a grant or other assistance to an officer, director, trustee, key employee, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity or family member of any of these persons? If 'Yes,' complete Schedule L, Part III		X
28 Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions for applicable filing thresholds, conditions, and exceptions):		
a A current or former officer, director, trustee, or key employee? If 'Yes,' complete Schedule L, Part IV		X
b A family member of a current or former officer, director, trustee, or key employee? If 'Yes,' complete Schedule L, Part IV		X
c An entity of which a current or former officer, director, trustee, or key employee (or a family member thereof) was an officer, director, trustee, or direct or indirect owner? If 'Yes,' complete Schedule L, Part IV		X
29 Did the organization receive more than \$25,000 in non-cash contributions? If 'Yes,' complete Schedule M		X
30 Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? If 'Yes,' complete Schedule M		X
31 Did the organization liquidate, terminate, or dissolve and cease operations? If 'Yes,' complete Schedule N, Part I		X
32 Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? If 'Yes,' complete Schedule N, Part II		X
33 Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? If 'Yes,' complete Schedule R, Part I		X
34 Was the organization related to any tax-exempt or taxable entity? If 'Yes,' complete Schedule R, Parts II, III, IV, and V, line 1		X
35a Did the organization have a controlled entity within the meaning of section 512(b)(13)?		X
b If 'Yes' to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? If 'Yes,' complete Schedule R, Part V, line 2		
36 Section 501(c)(3) organizations Did the organization make any transfers to an exempt non-charitable related organization? If 'Yes,' complete Schedule R, Part V, line 2		
37 Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? If 'Yes,' complete Schedule R, Part VI		X
38 Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19? Note. All Form 990 filers are required to complete Schedule O		X

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V

		Yes	No
1 a	Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable. <input type="text" value="0"/>	<input type="checkbox"/>	<input type="checkbox"/>
1 b	Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable. <input type="text" value="0"/>	<input type="checkbox"/>	<input type="checkbox"/>
c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners? <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2 a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return. <input type="text" value="0"/>	<input type="checkbox"/>	<input type="checkbox"/>
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns? Note. If the sum of lines 1a and 2a is greater than 250, you may be required to file (see instructions) <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3 a	Did the organization have unrelated business gross income of \$1,000 or more during the year? <input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b	If 'Yes,' has it filed a Form 990-T for this year? If 'No,' to line 3b, provide an explanation in Schedule O <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4 a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)? <input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b	If 'Yes,' enter the name of the foreign country: <input type="text"/> See instructions for filing requirements for Form TD F 90-22.1, Report of Foreign Bank and Financial Accounts <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5 a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year? <input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction? <input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c	If 'Yes,' to line 5a or 5b, did the organization file Form 8886-T? <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6 a	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions? <input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b	If 'Yes,' did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible? <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7	Organizations that may receive deductible contributions under section 170(c).	<input type="checkbox"/>	<input type="checkbox"/>
a	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor? <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b	If 'Yes,' did the organization notify the donor of the value of the goods or services provided? <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282? <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d	If 'Yes,' indicate the number of Forms 8282 filed during the year. <input type="text" value="7 d"/>	<input type="checkbox"/>	<input type="checkbox"/>
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract? <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract? <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required? <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C? <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8	Sponsoring organizations maintaining donor advised funds and section 509(a)(3) supporting organizations. Did the supporting organization, or a donor advised fund maintained by a sponsoring organization, have excess business holdings at any time during the year? <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9	Sponsoring organizations maintaining donor advised funds.	<input type="checkbox"/>	<input type="checkbox"/>
a	Did the organization make any taxable distributions under section 4966? <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b	Did the organization make a distribution to a donor, donor advisor, or related person? <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10	Section 501(c)(7) organizations. Enter	<input type="checkbox"/>	<input type="checkbox"/>
a	Initiation fees and capital contributions included on Part VIII, line 12. <input type="text" value="10 a 0"/>	<input type="checkbox"/>	<input type="checkbox"/>
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities. <input type="text" value="10 b 0"/>	<input type="checkbox"/>	<input type="checkbox"/>
11	Section 501(c)(12) organizations. Enter:	<input type="checkbox"/>	<input type="checkbox"/>
a	Gross income from members or shareholders. <input type="text" value="11 a"/>	<input type="checkbox"/>	<input type="checkbox"/>
b	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them) <input type="text" value="11 b"/>	<input type="checkbox"/>	<input type="checkbox"/>
12 a	Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041? <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b	If 'Yes,' enter the amount of tax-exempt interest received or accrued during the year. <input type="text" value="12 b"/>	<input type="checkbox"/>	<input type="checkbox"/>
13	Section 501(c)(29) qualified nonprofit health insurance issuers.	<input type="checkbox"/>	<input type="checkbox"/>
a	Is the organization licensed to issue qualified health plans in more than one state? Note. See the instructions for additional information the organization must report on Schedule O <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans. <input type="text" value="13 b"/>	<input type="checkbox"/>	<input type="checkbox"/>
c	Enter the amount of reserves on hand. <input type="text" value="13 c"/>	<input type="checkbox"/>	<input type="checkbox"/>
14 a	Did the organization receive any payments for indoor tanning services during the tax year? <input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b	If 'Yes,' has it filed a Form 720 to report these payments? If 'No,' provide an explanation in Schedule O <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Part VI Governance, Management and Disclosure For each 'Yes' response to lines 2 through 7b below, and for a 'No' response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes in Schedule O. See instructions.

Check if Schedule O contains a response or note to any line in this Part VI

Section A. Governing Body and Management

		Yes	No
1 a	Enter the number of voting members of the governing body at the end of the tax year. If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain in Schedule O.		
1 b	Enter the number of voting members included in line 1a, above, who are independent		
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee or key employee?		X
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors or trustees, or key employees to a management company or other person?		X
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?		X
5	Did the organization become aware during the year of a significant diversion of the organization's assets?		X
6	Did the organization have members or stockholders?	X	
7 a	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?	X	
7 b	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or other persons other than the governing body?		X
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:		
a	The governing body?		X
b	Each committee with authority to act on behalf of the governing body?		X
9	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If 'Yes,' provide the names and addresses in Schedule O		X

Section B. Policies (This Section B requests information about policies not required by the Internal Revenue Code)

		Yes	No
10 a	Did the organization have local chapters, branches, or affiliates?		X
10 b	If 'Yes,' did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?		
11 a	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?		X
11 b	Describe in Schedule O the process, if any, used by the organization to review this Form 990 SEE SCHEDULE O		
12 a	Did the organization have a written conflict of interest policy? If 'No,' go to line 13		X
12 b	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?		
12 c	Did the organization regularly and consistently monitor and enforce compliance with the policy? If 'Yes,' describe in Schedule O how this was done		
13	Did the organization have a written whistleblower policy?		X
14	Did the organization have a written document retention and destruction policy?		X
15	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?		
15 a	The organization's CEO, Executive Director, or top management official		X
15 b	Other officers of key employees of the organization		X
16 a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?		X
16 b	If 'Yes,' did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and taken steps to safeguard the organization's exempt status with respect to such arrangements?		

Section C. Disclosure

- 17 List the states with which a copy of this Form 990 is required to be filed: NONE
- 18 Section 6104 requires an organization to make its Forms 1023 (or 1024 if applicable), 990, and 990-T (501(c)(3)s only) available for public inspection. Indicate how you make these available. Check all that apply.
 Own website Another's website Upon request Other (explain in Schedule O)
- 19 Describe in Schedule O whether (and if so, how) the organization makes its governing documents, conflict of interest policy, and financial statements available to the public during the tax year. SEE SCHEDULE O
- 20 State the name, physical address, and telephone number of the person who possesses the books and records of the organization
 MADELEINE DOUGLAS 1150 MISSION STREET #1505 SAN FRANCISCO CA 94103

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

Table Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See instructions for definition of 'key employee.'
- List the organization's **five current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than \$100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former** directors or trustees that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.

List persons in the following order: individual trustees or directors; institutional trustees; officers; key employees; highest compensated employees; and former such persons.

Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee

(A) Name and Title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) ABEL ALLISON PRESIDENT	1 0			X				0.	0.	0.
(2) MARIE ROWELL VICE PRESIDENT	1 0			X				0.	0.	0.
(3) MADELEINE DOUGLAS CFO	1 0			X				0.	0.	0.
(4) -----										
(5) -----										
(6) -----										
(7) -----										
(8) -----										
(9) -----										
(10) -----										
(11) -----										
(12) -----										
(13) -----										
(14) -----										

Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees (continued)

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(15) -----										
(16) -----										
(17) -----										
(18) -----										
(19) -----										
(20) -----										
(21) -----										
(22) -----										
(23) -----										
(24) -----										
(25) -----										
1 b Sub-total							0.	0.	0.	
c Total from continuation sheets to Part VII, Section A							0.	0.	0.	
d Total (add lines 1b and 1c)							0.	0.	0.	

2 Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization **0**

	Yes	No
3 Did the organization list any former officer, director, or trustee, key employee, or highest compensated employee on line 1a? If 'Yes,' complete Schedule J for such individual		X
4 For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? If 'Yes,' complete Schedule J for such individual		X
5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? If 'Yes,' complete Schedule J for such person		X

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization Report compensation for the calendar year ending with or within the organization's tax year

(A) Name and business address	(B) Description of services	(C) Compensation

2 Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization **0**

Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII

		(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514	
CONTRIBUTIONS, GIFTS, GRANTS AND OTHER SIMILAR AMOUNTS	1 a Federated campaigns					
	b Membership dues					
	c Fundraising events					
	d Related organizations					
	e Government grants (contributions)					
	f All other contributions, gifts, grants, and similar amounts not included above					
	g Noncash contributions included in lines 1a-1f: \$					
	h Total. Add lines 1a-1f					
PROGRAM SERVICE REVENUE	Business Code					
	2 a					
	b					
	c					
	d					
	e					
	f All other program service revenue					
g Total. Add lines 2a-2f						
OTHER REVENUE	3 Investment income (including dividends, interest and other similar amounts)					
	4 Income from investment of tax-exempt bond proceeds.					
	5 Royalties					
	6 a Gross rents	(i) Real				
		(ii) Personal				
		b Less rental expenses				
		c Rental income or (loss)				
	d Net rental income or (loss)					
	7 a Gross amount from sales of assets other than inventory.	(i) Securities				
		(ii) Other				
		b Less cost or other basis and sales expenses				
		c Gain or (loss)				
	d Net gain or (loss)					
	8 a Gross income from fundraising events (not including \$ _____ of contributions reported on line 1c) See Part IV, line 18	a				
	b Less: direct expenses	b				
	c Net income or (loss) from fundraising events					
	9 a Gross income from gaming activities See Part IV, line 19	a				
	b Less direct expenses	b				
	c Net income or (loss) from gaming activities					
	10 a Gross sales of inventory, less returns and allowances	a				
b Less cost of goods sold	b					
c Net income or (loss) from sales of inventory						
Miscellaneous Revenue						
Business Code						
11 a						
b						
c						
d All other revenue						
e Total. Add lines 11a-11d						
12 Total revenue. See instructions		0.	0.	0.	0.	

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A)

Check if Schedule O contains a response or note to any line in this Part IX

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to governments and organizations in the United States. See Part IV, line 21				
2 Grants and other assistance to individuals in the United States. See Part IV, line 22				
3 Grants and other assistance to governments, organizations, and individuals outside the United States. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees	0.	0.	0.	0.
6 Compensation not included above, to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)	0.	0.	0.	0.
7 Other salaries and wages				
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits				
10 Payroll taxes				
11 Fees for services (non-employees):				
a Management				
b Legal	12,211.	12,211.		
c Accounting	1,294.	1,294.		
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other (If line 11g amt exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O)				
12 Advertising and promotion				
13 Office expenses	264.	264.		
14 Information technology				
15 Royalties				
16 Occupancy				
17 Travel				
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings				
20 Interest	141.	141.		
21 Payments to affiliates				
22 Depreciation, depletion, and amortization				
23 Insurance				
24 Other expenses. Itemize expenses not covered above (List miscellaneous expenses in line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O)				
a <u>BANK CHARGES</u>	360.	360.		
b <u>OTHER TAXES</u>	10.	10.		
c -----				
d -----				
e All other expenses				
25 Total functional expenses. Add lines 1 through 24e	14,280.	14,280.	0.	0.
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here <input type="checkbox"/> if following SOP 98-2 (ASC 958-720)				

Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X

		(A) Beginning of year		(B) End of year
ASSETS	1	33,322.	1	33,322.
	2	386,953.	2	372,673.
	3		3	
	4	200,000.	4	200,000.
	5		5	
	6		6	
	7		7	
	8		8	
	9		9	
	10a			
	10b		10c	
	11		11	
	12		12	
	13		13	
	14		14	
	15		15	
16		620,275.	16	605,995.
LIABILITIES	17		17	
	18		18	
	19		19	
	20		20	
	21		21	
	22		22	
	23		23	
	24		24	
	25		25	
	26		0.	26
NET ASSETS OR FUND BALANCES	Organizations that follow SFAS 117 (ASC 958), check here <input type="checkbox"/> and complete lines 27 through 29, and lines 33 and 34.			
	27		27	
	28		28	
	29		29	
	Organizations that do not follow SFAS 117 (ASC 958), check here <input checked="" type="checkbox"/> and complete lines 30 through 34.			
	30		30	
	31		31	
	32	620,275.	32	605,995.
33	620,275.	33	605,995.	
34	620,275.	34	605,995.	

BAA

Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI

1	Total revenue (must equal Part VIII, column (A), line 12)	1	0.
2	Total expenses (must equal Part IX, column (A), line 25)	2	14,280.
3	Revenue less expenses Subtract line 2 from line 1	3	-14,280.
4	Net assets or fund balances at beginning of year (must equal Part X, line 33, column (A))	4	620,275.
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain in Schedule O)	9	0.
10	Net assets or fund balances at end of year Combine lines 3 through 9 (must equal Part X, line 33, column (B))	10	605,995.

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII

1 Accounting method used to prepare the Form 990. Cash Accrual Other _____

If the organization changed its method of accounting from a prior year or checked 'Other,' explain in Schedule O.

2 a Were the organization's financial statements compiled or reviewed by an independent accountant?

If 'Yes,' check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both:

Separate basis Consolidated basis Both consolidated and separate basis

b Were the organization's financial statements audited by an independent accountant?

If 'Yes,' check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both

Separate basis Consolidated basis Both consolidated and separate basis

c If 'Yes' to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant?

If the organization changed either its oversight process or selection process during the tax year, explain in Schedule O

3 a As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?

b If 'Yes,' did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why in Schedule O and describe any steps taken to undergo such audits

	Yes	No
2 a		X
2 b		X
2 c		
3 a		X
3 b		

Form 990 (2013)

BAA

SCHEDULE O
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Name of the organization

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on
Form 990 or 990-EZ or to provide any additional information.

- ▶ Attach to Form 990 or 990-EZ.
- ▶ Information about Schedule O (Form 990 or 990-EZ) and its instructions is
at www.irs.gov/form990.

OMB No 1545-0047

2013



Employer identification number

77-0297443

ALPHA EPSILON ALUMNI ASSOC. OF THETA CHI
C/O MADELEINE DOUGLAS

FORM 990, PART VI, LINE 11B - FORM 990 REVIEW PROCESS

NO REVIEW WAS OR WILL BE CONDUCTED.

FORM 990, PART VI, LINE 19 - OTHER ORGANIZATION DOCUMENTS PUBLICLY AVAILABLE

NO DOCUMENTS AVAILABLE TO THE PUBLIC.

TAB 9

Form **990**
 Department of the Treasury
 Internal Revenue Service

Return of Organization Exempt From Income Tax
 Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)
 Do not enter social security numbers on this form as it may be made public
 Information about Form 990 and its instructions is at www.irs.gov/form990

OMB No 1545-0047
2014
Open to Public Inspection

A For the 2014 calendar year, or tax year beginning 04-01-2014 , and ending 03-31-2015

B Check if applicable:
 Address change
 Name change
 Initial return
 Final return/terminated
 Amended return
 Application pending

C Name of organization: ALPHA EPSILON ALUMNI ASSOC OF THETA CHI
 CO MADELEINE DOUGLAS
 Doing business as:
 Number and street (or P O box if mail is not delivered to street address) Room/suite: 1160 MISSION STREET
 City or town, state or province, country, and ZIP or foreign postal code: SAN FRANCISCO, CA 94103

D Employer identification number: 77-0297443
E Telephone number:
G Gross receipts \$ 21

F Name and address of principal officer:
H(a) Is this a group return for subordinates? Yes No
H(b) Are all subordinates included? Yes No
 If "No," attach a list (see instructions)
H(c) Group exemption number ▶

I Tax-exempt status: 501(c)(3) 501(c) (7) (insert no) 4947(a)(1) or 527
J Website: ▶ N/A

K Form of organization: Corporation Trust Association Other ▶
L Year of formation
M State of legal domicile: CA

Part I Summary

Activities & Governance	1 Briefly describe the organization's mission or most significant activities ALUMNI ASSOCIATION		
	2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets		
	3 Number of voting members of the governing body (Part VI, line 1a)	3	3
	4 Number of independent voting members of the governing body (Part VI, line 1b)	4	0
	5 Total number of individuals employed in calendar year 2014 (Part V, line 2a)	5	0
	6 Total number of volunteers (estimate if necessary)	6	
	7a Total unrelated business revenue from Part VIII, column (C), line 12	7a	0
b Net unrelated business taxable income from Form 990-T, line 34	7b		
Revenue	8 Contributions and grants (Part VIII, line 1h)	Prior Year	Current Year
	9 Program service revenue (Part VIII, line 2g)		0
	10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)		21
	11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)		0
	12 Total revenue—add lines 8 through 11 (must equal Part VIII, column (A), line 12)		21
	13 Grants and similar amounts paid (Part IX, column (A), lines 1–3)		0
	14 Benefits paid to or for members (Part IX, column (A), line 4)		0
Expenses	15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10)		0
	16a Professional fundraising fees (Part IX, column (A), line 11e)		0
	b Total fundraising expenses (Part IX, column (D), line 25) ▶ 0		
	17 Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e)	14,280	2,105
	18 Total expenses Add lines 13–17 (must equal Part IX, column (A), line 25)	14,280	2,105
	19 Revenue less expenses Subtract line 18 from line 12	-14,280	-2,084
Net Assets or Fund Balances	20 Total assets (Part X, line 16)	Beginning of Current Year	End of Year
	21 Total liabilities (Part X, line 26)	605,995	603,911
	22 Net assets or fund balances Subtract line 21 from line 20	605,995	603,911

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here *****
 Signature of officer
 MADELEINE DOUGLAS CFO
 Type or print name and title

Paid Preparer Use Only
 Print/Type preparer's name: James W Newell
 Preparer's signature: James W Newell
 Firm's name: ▶ Vavneek Tnne Day & Co LLP
 Firm's address: ▶ 260 Sherdan Ave Suite 440
 Palo Alto, CA 94306

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III Yes No

1 Briefly describe the organization's mission

ALUMNI ASSOCIATION

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? Yes No
If "Yes," describe these new services on Schedule O

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? Yes No
If "Yes," describe these changes on Schedule O

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported

4a (Code) (Expenses \$ 2,105 including grants of \$) (Revenue \$)
MAINTAINS AN ALUMNI ASSOCIATION

4b (Code) (Expenses \$ including grants of \$) (Revenue \$)

4c (Code) (Expenses \$ including grants of \$) (Revenue \$)

4d Other program services (Describe in Schedule O)
(Expenses \$ including grants of \$) (Revenue \$)

4e Total program service expenses 2,105

Part IV Checklist of Required Schedules

	Yes	No
1 Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? <i>If "Yes," complete Schedule A</i>		No
2 Is the organization required to complete <i>Schedule B, Schedule of Contributors</i> (see instructions)?		No
3 Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? <i>If "Yes," complete Schedule C, Part I</i>		No
4 Section 501(c)(3) organizations. Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? <i>If "Yes," complete Schedule C, Part II</i>		No
5 Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? <i>If "Yes," complete Schedule C, Part III</i>		No
6 Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? <i>If "Yes," complete Schedule D, Part I</i>		No
7 Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? <i>If "Yes," complete Schedule D, Part II</i>		No
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? <i>If "Yes," complete Schedule D, Part III</i>		No
9 Did the organization report an amount in Part X, line 21 for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X, or provide credit counseling, debt management, credit repair, or debt negotiation services? <i>If "Yes," complete Schedule D, Part IV</i>		No
10 Did the organization, directly or through a related organization, hold assets in temporarily restricted endowments, permanent endowments, or quasi-endowments? <i>If "Yes," complete Schedule D, Part V</i>		No
11 If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable		
a Did the organization report an amount for land, buildings, and equipment in Part X, line 10? <i>If "Yes," complete Schedule D, Part VI</i>		No
b Did the organization report an amount for investments—other securities in Part X, line 12 that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VII</i>		No
c Did the organization report an amount for investments—program related in Part X, line 13 that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VIII</i>		No
d Did the organization report an amount for other assets in Part X, line 15 that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part IX</i>		No
e Did the organization report an amount for other liabilities in Part X, line 25? <i>If "Yes," complete Schedule D, Part X</i>		No
f Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? <i>If "Yes," complete Schedule D, Part X</i>		No
12a Did the organization obtain separate, independent audited financial statements for the tax year? <i>If "Yes," complete Schedule D, Parts XI and XII</i>		No
b Was the organization included in consolidated, independent audited financial statements for the tax year? <i>If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional</i>		No
13 Is the organization a school described in section 170(b)(1)(A)(ii)? <i>If "Yes," complete Schedule E</i>		No
14a Did the organization maintain an office, employees, or agents outside of the United States?		No
b Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? <i>If "Yes," complete Schedule F, Parts I and IV</i>		No
15 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? <i>If "Yes," complete Schedule F, Parts II and IV</i>		No
16 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? <i>If "Yes," complete Schedule F, Parts III and IV</i>		No
17 Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? <i>If "Yes," complete Schedule G, Part I (see instructions)</i>		No
18 Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? <i>If "Yes," complete Schedule G, Part II</i>		No
19 Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? <i>If "Yes," complete Schedule G, Part III</i>		No
20a Did the organization operate one or more hospital facilities? <i>If "Yes," complete Schedule H</i>		No
b If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?		

Part IV Checklist of Required Schedules (continued)

21	Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? <i>If "Yes," complete Schedule I, Parts I and II . . .</i>	21	No
22	Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? <i>If "Yes," complete Schedule I, Parts I and III . . .</i>	22	No
23	Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? <i>If "Yes," complete Schedule J . . .</i>	23	No
24a	Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? <i>If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a . . .</i>	24a	No
b	Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception? . . .	24b	No
c	Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds? . . .	24c	No
d	Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year? . . .	24d	No
25a	Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in an excess benefit transaction with a disqualified person during the year? <i>If "Yes," complete Schedule L, Part I . . .</i>	25a	No
b	Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? <i>If "Yes," complete Schedule L, Part I . . .</i>	25b	No
26	Did the organization report any amount on Part X, line 5, 6, or 22 for receivables from or payables to any current or former officers, directors, trustees, key employees, highest compensated employees, or disqualified persons? <i>If "Yes," complete Schedule L, Part II . . .</i>	26	No
27	Did the organization provide a grant or other assistance to an officer, director, trustee, key employee, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity or family member of any of these persons? <i>If "Yes," complete Schedule L, Part III . . .</i>	27	No
28	Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions for applicable filing thresholds, conditions, and exceptions)		
a	A current or former officer, director, trustee, or key employee? <i>If "Yes," complete Schedule L, Part IV . . .</i>	28a	No
b	A family member of a current or former officer, director, trustee, or key employee? <i>If "Yes," complete Schedule L, Part IV . . .</i>	28b	No
c	An entity of which a current or former officer, director, trustee, or key employee (or a family member thereof) was an officer, director, trustee, or direct or indirect owner? <i>If "Yes," complete Schedule L, Part IV . . .</i>	28c	No
29	Did the organization receive more than \$25,000 in non-cash contributions? <i>If "Yes," complete Schedule M . . .</i>	29	No
30	Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? <i>If "Yes," complete Schedule M . . .</i>	30	No
31	Did the organization liquidate, terminate, or dissolve and cease operations? <i>If "Yes," complete Schedule N, Part I . . .</i>	31	No
32	Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? <i>If "Yes," complete Schedule N, Part II . . .</i>	32	No
33	Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? <i>If "Yes," complete Schedule R, Part I . . .</i>	33	No
34	Was the organization related to any tax-exempt or taxable entity? <i>If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1 . . .</i>	34	No
35a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?	35a	No
b	If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? <i>If "Yes," complete Schedule R, Part V, line 2 . . .</i>	35b	No
36	Section 501(c)(3) organizations. Did the organization make any transfers to an exempt non-charitable related organization? <i>If "Yes," complete Schedule R, Part V, line 2 . . .</i>	36	No
37	Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? <i>If "Yes," complete Schedule R, Part VI . . .</i>	37	No
38	Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19? Note. All Form 990 filers are required to complete Schedule O . . .	38	No

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V ┌

		Yes	No
1a	Enter the number reported in Box 3 of Form 1096 Enter -0- if not applicable		
1a		0	
b	Enter the number of Forms W-2G included in line 1a Enter -0- if not applicable		
1b		0	
c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?		No
1c			
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return		
2a		0	
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns? Note. If the sum of lines 1a and 2a is greater than 250, you may be required to e-file (see instructions)		No
2b			
3a	Did the organization have unrelated business gross income of \$1,000 or more during the year?		No
3a			
b	If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation in Schedule O		No
3b			
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?		No
4a			
b	If "Yes," enter the name of the foreign country <input type="text"/> See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR)		
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?		No
5a			
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?		No
5b			
c	If "Yes," to line 5a or 5b, did the organization file Form 8886-T?		
5c			
6a	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?		No
6a			
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?		
6b			
7	Organizations that may receive deductible contributions under section 170(c).		
a	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?		
7a			
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?		
7b			
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?		
7c			
d	If "Yes," indicate the number of Forms 8282 filed during the year		
7d			
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?		
7e			
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?		
7f			
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?		
7g			
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?		
7h			
8	Sponsoring organizations maintaining donor advised funds. Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?		No
8			
9a	Did the sponsoring organization make any taxable distributions under section 4966?		No
9a			
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?		No
9b			
10	Section 501(c)(7) organizations. Enter		
a	Initiation fees and capital contributions included on Part VIII, line 12	10a	
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b	
11	Section 501(c)(12) organizations. Enter		
a	Gross income from members or shareholders	11a	
b	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them)	11b	
12a	Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041?	12a	No
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b	
13	Section 501(c)(29) qualified nonprofit health insurance issuers.		
a	Is the organization licensed to issue qualified health plans in more than one state? Note. See the instructions for additional information the organization must report on Schedule O	13a	No
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b	
c	Enter the amount of reserves on hand	13c	
14a	Did the organization receive any payments for indoor tanning services during the tax year?	14a	No
b	If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation in Schedule O	14b	

Part VI Governance, Management, and Disclosure For each "Yes" response to lines 2 through 7b below, and for a "No" response to lines 8a, 8b, or 10b below, describe the circumstances, processes, or changes in Schedule O. See instructions.

Check if Schedule O contains a response or note to any line in this Part VI

Section A. Governing Body and Management

		Yes	No
1a	Enter the number of voting members of the governing body at the end of the tax year		
	If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain in Schedule O		
1b	Enter the number of voting members included in line 1a, above, who are independent		
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?		No
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors or trustees, or key employees to a management company or other person?		No
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?		No
5	Did the organization become aware during the year of a significant diversion of the organization's assets?		No
6	Did the organization have members or stockholders?	Yes	
7a	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?	Yes	
7b	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?		No
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following		
8a	a The governing body?		No
8b	b Each committee with authority to act on behalf of the governing body?		No
9	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses in Schedule O		No

Section B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)

		Yes	No
10a	Did the organization have local chapters, branches, or affiliates?		No
10b	b If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?		
11a	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?		No
11b	b Describe in Schedule O the process, if any, used by the organization to review this Form 990		
12a	Did the organization have a written conflict of interest policy? If "No," go to line 13		No
12b	b Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?		No
12c	c Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe in Schedule O how this was done		No
13	Did the organization have a written whistleblower policy?		No
14	Did the organization have a written document retention and destruction policy?		No
15	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?		
15a	a The organization's CEO, Executive Director, or top management official		No
15b	b Other officers or key employees of the organization		No
	If "Yes" to line 15a or 15b, describe the process in Schedule O (see instructions)		
16a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?		No
16b	b If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?		

Section C. Disclosure

- 17** List the States with which a copy of this Form 990 is required to be filed: _____
- 18** Section 6104 requires an organization to make its Form 1023 (or 1024 if applicable), 990, and 990-T (501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.
 Own website Another's website Upon request Other (explain in Schedule O)
- 19** Describe in Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.
- 20** State the name, address, and telephone number of the person who possesses the organization's books and records:
 MADELEINE DOUGLAS
 1150 MISSION STREET 1505
 SAN FRANCISCO, CA 94103 (518) 209-6538

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than \$100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, or highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.

List persons in the following order: individual trustees or directors; institutional trustees; officers; key employees; highest compensated employees; and former such persons.

Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee

(A) Name and Title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional Trustee	Officer	Key employee	Highest compensated employee	Former			
(1) ABEL ALLISON President	1 00 0 00			X				0	0	0
(2) MARIE ROWELL Vice President	1 00 0 00			X				0	0	0
(3) MADELEINE DOUGLAS CFO	1 00 0 00			X				0	0	0

Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees (continued)

(A) Name and Title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional Trustee	Officer	Key employee	Highest compensated employee	Former			

1b Sub-Total	▲			
c Total from continuation sheets to Part VII, Section A	▲			
d Total (add lines 1b and 1c)	▲			

2 Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization ▶ 0

	Yes	No
3 Did the organization list any former officer, director or trustee, key employee, or highest compensated employee on line 1a? <i>If "Yes," complete Schedule J for such individual</i>	3	No
4 For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? <i>If "Yes," complete Schedule J for such individual</i>	4	No
5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? <i>If "Yes," complete Schedule J for such person</i>	5	No

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year

(A) Name and business address	(B) Description of services	(C) Compensation

2 Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization ▶ 0

Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII

		(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514
Contributions, Gifts, Grants and Other Similar Amounts	1a Federated campaigns 1a _____				
	b Membership dues 1b _____				
	c Fundraising events 1c _____				
	d Related organizations 1d _____				
	e Government grants (contributions) 1e _____				
	f All other contributions, gifts, grants, and similar amounts not included above 1f _____				
	g Noncash contributions included in lines 1a-1f \$ _____				
	h Total. Add lines 1a-1f ▶	0			
Program Service Revenue	2a _____ Business Code _____				
	b _____				
	c _____				
	d _____				
	e _____				
	f All other program service revenue				
	g Total. Add lines 2a-2f ▶	0			
Other Revenue	3 Investment income (including dividends, interest, and other similar amounts) ▶	21	21		
	4 Income from investment of tax-exempt bond proceeds ▶	0			
	5 Royalties ▶	0			
	6a Gross rents (i) Real (ii) Personal				
	b Less rental expenses				
	c Rental income or (loss)				
	d Net rental income or (loss) ▶	0			
	7a Gross amount from sales of assets other than inventory (i) Securities (ii) Other				
	b Less cost or other basis and sales expenses				
	c Gain or (loss)				
	d Net gain or (loss) ▶	0			
	8a Gross income from fundraising events (not including \$ _____ of contributions reported on line 1c) See Part IV, line 18 a _____				
	b Less direct expenses b _____				
	c Net income or (loss) from fundraising events ▶	0			
	9a Gross income from gaming activities See Part IV, line 19 a _____				
b Less direct expenses b _____					
c Net income or (loss) from gaming activities ▶	0				
10a Gross sales of inventory, less returns and allowances a _____					
b Less cost of goods sold b _____					
c Net income or (loss) from sales of inventory ▶	0				
Miscellaneous Revenue Business Code					
11a _____					
b _____					
c _____					
d All other revenue					
e Total. Add lines 11a-11d ▶	0				
12 Total revenue. See Instructions ▶	21	21			

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A)

Check if Schedule O contains a response or note to any line in this Part IX

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.		(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1	Grants and other assistance to domestic organizations and domestic governments See Part IV, line 21	0			
2	Grants and other assistance to domestic individuals See Part IV, line 22	0			
3	Grants and other assistance to foreign organizations, foreign governments, and foreign individuals See Part IV, lines 15 and 16	0			
4	Benefits paid to or for members	0			
5	Compensation of current officers, directors, trustees, and key employees	0			
6	Compensation not included above, to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)	0			
7	Other salaries and wages	0			
8	Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)	0			
9	Other employee benefits	0			
10	Payroll taxes	0			
11	Fees for services (non-employees)				
a	Management	0			
b	Legal	510	510		
c	Accounting	745	745		
d	Lobbying	0			
e	Professional fundraising services See Part IV, line 17	0			
f	Investment management fees	0			
g	Other (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O)	0			
12	Advertising and promotion	0			
13	Office expenses	288	288		
14	Information technology	0			
15	Royalties	0			
16	Occupancy	0			
17	Travel	0			
18	Payments of travel or entertainment expenses for any federal, state, or local public officials	0			
19	Conferences, conventions, and meetings	0			
20	Interest	0			
21	Payments to affiliates	0			
22	Depreciation, depletion, and amortization	0			
23	Insurance	0			
24	Other expenses Itemize expenses not covered above (List miscellaneous expenses in line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O)				
a	BANK CHARGES	360	360		
b	MISCELLANEOUS	192	192		
c	OTHER TAXES	10	10		
d					
e	All other expenses	0			
25	Total functional expenses. Add lines 1 through 24 e	2,105	2,105	0	0
26	Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here <input type="checkbox"/> if following SOP 98-2 (ASC 958-720)				

Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X

		(A) Beginning of year		(B) End of year
Assets	1 Cash—non-interest-bearing	33,322	1	33,322
	2 Savings and temporary cash investments	372,673	2	370,589
	3 Pledges and grants receivable, net		3	0
	4 Accounts receivable, net	200,000	4	200,000
	5 Loans and other receivables from current and former officers, directors, trustees, key employees, and highest compensated employees Complete Part II of Schedule L		5	0
	6 Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), persons described in section 4958(c)(3)(B), and contributing employers and sponsoring organizations of section 501(c)(9) voluntary employees' beneficiary organizations (see instructions) Complete Part II of Schedule L		6	0
	7 Notes and loans receivable, net		7	0
	8 Inventories for sale or use		8	0
	9 Prepaid expenses and deferred charges		9	0
	10a Land, buildings, and equipment cost or other basis Complete Part VI of Schedule D	10a		
	b Less accumulated depreciation	10b		10c 0
	11 Investments—publicly traded securities		11	0
	12 Investments—other securities See Part IV, line 11		12	0
	13 Investments—program-related See Part IV, line 11		13	0
	14 Intangible assets		14	0
	15 Other assets See Part IV, line 11		15	0
16 Total assets. Add lines 1 through 15 (must equal line 34)		605,995	16	603,911
Liabilities	17 Accounts payable and accrued expenses		17	
	18 Grants payable		18	
	19 Deferred revenue		19	
	20 Tax-exempt bond liabilities		20	
	21 Escrow or custodial account liability Complete Part IV of Schedule D		21	
	22 Loans and other payables to current and former officers, directors, trustees, key employees, highest compensated employees, and disqualified persons Complete Part II of Schedule L		22	
	23 Secured mortgages and notes payable to unrelated third parties		23	
	24 Unsecured notes and loans payable to unrelated third parties		24	
	25 Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24) Complete Part X of Schedule D		25	
	26 Total liabilities. Add lines 17 through 25		0	26
Net Assets or Fund Balances	Organizations that follow SFAS 117 (ASC 958), check here <input type="checkbox"/> and complete lines 27 through 29, and lines 33 and 34.			
	27 Unrestricted net assets		27	
	28 Temporarily restricted net assets		28	
	29 Permanently restricted net assets		29	
	Organizations that do not follow SFAS 117 (ASC 958), check here <input checked="" type="checkbox"/> and complete lines 30 through 34.			
	30 Capital stock or trust principal, or current funds		30	
	31 Paid-in or capital surplus, or land, building or equipment fund		31	
	32 Retained earnings, endowment, accumulated income, or other funds	605,995	32	603,911
33 Total net assets or fund balances	605,995	33	603,911	
34 Total liabilities and net assets/fund balances	605,995	34	603,911	

Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI

1	Total revenue (must equal Part VIII, column (A), line 12)	1	21
2	Total expenses (must equal Part IX, column (A), line 25)	2	2,105
3	Revenue less expenses Subtract line 2 from line 1	3	-2,084
4	Net assets or fund balances at beginning of year (must equal Part X, line 33, column (A))	4	605,995
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain in Schedule O)	9	
10	Net assets or fund balances at end of year Combine lines 3 through 9 (must equal Part X, line 33, column (B))	10	603,911

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII

		Yes	No
1	Accounting method used to prepare the Form 990 <input checked="" type="checkbox"/> Cash <input type="checkbox"/> Accrual <input type="checkbox"/> Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O		
2a	Were the organization's financial statements compiled or reviewed by an independent accountant? If 'Yes,' check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		No
b	Were the organization's financial statements audited by an independent accountant? If 'Yes,' check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		No
c	If "Yes," to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? If the organization changed either its oversight process or selection process during the tax year, explain in Schedule O		
3a	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?		No
b	If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why in Schedule O and describe any steps taken to undergo such audits		

2014

Open to Public Inspection

SCHEDULE O
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on
Form 990 or 990-EZ or to provide any additional information.

▶ Attach to Form 990 or 990-EZ.

▶ Information about Schedule O (Form 990 or 990-EZ) and its instructions is at
www.irs.gov/form990.

Name of the organization
ALPHA EPSILON ALUMNI ASSOC OF THETA CHI
CO MADELEINE DOUGLAS

Employer identification number

77-0297443

990 Schedule O, Supplemental Information

Return Reference	Explanation
Form 990, Part VI, Line 11b Form 990 Review Process	No review was or will be conducted
Form 990, Part VI, Line 19 Other Organization Documents Publicly Available	No documents available to the public