

BYLAWS
OF THE
NATIONAL FILIPINO AMERICAN LAWYERS ASSOCIATION (“NFALA”)
(A Not-For-Profit Corporation in the State of Missouri)

ARTICLE I
NAME AND PURPOSES

1. **Name.** The name of this Corporation shall be the “National Filipino American Lawyers Association.” It is referred to in these Bylaws as “NFALA.”

2. **Purposes.** The purposes of NFALA are to represent and advocate on a national level the interests of Filipino Americans and their communities; foster the exchange of ideas and information among and between NFALA members and other members of the legal profession, the judiciary and the legal community; partner with regional and local Filipino-American bar associations to support regional and local objectives; encourage and promote the professional growth of the members of NFALA; facilitate client referrals and broaden professional opportunities for Filipino American attorneys and law students; develop national research banks and resources; prepare amicus briefs; present educational programs particularly aimed at the needs of Filipino American attorneys; provide an opportunity for fellowship among NFALA’s members; coordinate legal services to Filipino American communities on a local and national level; develop and encourage cooperation with other organizations of minority attorneys; provide a vehicle and forum for the unified expression of opinions and positions by NFALA’s members regarding current social, political, economic, legal or other matters or events of concern to the members of NFALA; serve as a national communication network among Filipino American attorneys; and serve as an national associate member of the National Asian Pacific American Bar Association (“NAPABA”).

ARTICLE II
OFFICES

1. **Principal Office.** The principal office of NFALA in the State of Missouri shall be located at such place or places as determined by the Board of Governors (hereinafter referred to as the “Board”). NFALA shall have such other offices at such place or places, either within or without the State of Missouri, as the Board may from time to time designate or as the affairs of NFALA may require from time to time.

2. **Registered Office.** NFALA shall have and continuously maintain in the State of Missouri a registered office, and a registered agent whose office is identical with such registered office, as required by the Missouri Nonprofit Corporation Act (the “Act”). The registered office may be, but not need be identical with the principal office in the State of Missouri, and the

address of the registered office may be changed from time to time by the Board.

ARTICLE III **MEMBERS**

1. **Membership.** The membership of NFALA shall consist of Affiliates, Individual Members, Honorary Members and Associate Members (collectively, the “Members”).
2. **Individual Members.** To be eligible to become an individual member of NFALA (an “Individual Member”), an individual must pay annual dues as determined by the Board, and must meet the requirements of one of the following two categories:
 - (a) The individual must be admitted to practice law and be in good standing with the bar of any state, territory or province of the United States, the District of Columbia or Canada; or
 - (b) The applicant must have heretofore met the requirements in category (a) hereof and now be retired from the practice of law.
3. **Honorary Members.** An individual may be admitted as an honorary member (an “Honorary Member”) by the Board for distinguished public service or eminence in the law. An Honorary Member so elected shall pay no dues, shall have no voting rights and shall not be eligible to be an officer or Board member of NFALA, but shall have all other rights of membership.
4. **Associate Members.** NFALA may admit, as non-voting, associate members, (i) any person who is a law student in good standing at a law school in the United States or Canada or their territories or provinces; or (ii) any person who is qualified through governmental agency or other entity in a capacity or function which involves the performance, under the direction and supervision of a lawyer, of specifically delegated substantive legal work, which work requires sufficient knowledge of legal concepts that, absent that paralegal or legal assistant, a lawyer would perform the task (an “Associate Member”). Associate Members shall pay annual dues as determined by the Board and otherwise have the rights of membership in NFALA, but shall not be eligible to vote or hold elected positions in NFALA.
5. **Affiliates.** Local and regional bar associations may become members of NFALA with the approval of the Board (“Affiliates”). Affiliates must have a minimum of ten (10) individual dues-paying members who are licensed to practice law and are in good standing in the jurisdiction in which the Affiliate is located, or with the bar of any state, territory or province of the United States, the District of Columbia or Canada. Affiliates shall pay annual dues as determined by the Board and otherwise have the rights of membership in NFALA, but shall not be eligible to vote or hold elected positions in NFALA. The individual members of such Affiliates shall have such rights in NFALA as Individual Members.

- (a) **Affiliate Application Requirements.** A request for Affiliate membership with NFALA must be in writing, and signed by the President and Secretary of the proposed Affiliate. The request should state the name of the proposed Affiliate, the geographical area in which its members are located, the names of the members and officers of the proposed Affiliate, as well as their full contact information including mailing address, phone number and electronic email address. The proposed Affiliate must agree in writing that it will support and will actively further the goals of NFALA, and that it will provide such reports on its activities as may be required from time to time by the Board or any other office acting on behalf of the Board. The request must be accompanied by the annual dues for said Affiliate, determined in accordance with the then-existing dues schedule established by the Board.
- (b) **Surrender of Affiliate Status.** An Affiliate may surrender its Affiliate status at any time upon the vote of a majority of its individual members and a written report to the Board of such vote and the reasons therefor. An Affiliate may also surrender its Affiliate status upon failure to meet the requirements of an Affiliate as provided by these Bylaws.
- (c) **Revocation of Affiliate Status.** The Board, upon at least thirty (30) days written notice to the last known Affiliate president, may suspend or revoke the Affiliate status of any Affiliate that fails to comply with any provision of the Articles of Incorporation of NFALA (the "Articles") or these Bylaws, fails to provide written reports as requested by the Board, fails to maintain at least ten (10) individual members, or fails to pay dues as required.
- (d) **Affiliate Associate Members.** Each Affiliate may admit, as non-voting, associate members thereof, any person who is (i) a student in good standing at a law school in the state, territory or province in which the Affiliate is located; or (ii) any person who works in the locale in which the Affiliate is located and who is qualified through education, training or work experience, is employed or retained by a lawyer, law office, governmental agency or other entity in a capacity or function which involves the performance, under the direction and supervision of a lawyer, of specifically delegated substantive legal work, which work requires sufficient knowledge of legal concepts that, absent that paralegal or legal assistant, a lawyer would perform the task. Affiliate Associate Members shall not be eligible to vote or hold elected positions in NFALA.

6. **Admission to Membership.** All applicants for membership (other than individual members of Affiliates, who shall become Individual Members solely by reason of their membership in such Affiliate) shall file with NFALA a written application in such form as the Board shall from time to time determine.

7. **Voting Rights.** Only Affiliates and Individual Members shall have any voting rights hereunder as Members.

8. **Suspension and Termination of Membership.** The Board, by affirmative vote of two-thirds (2/3) of all the members of the Board, may suspend or expel a member for cause after an appropriate hearing, if requested, and may, by a majority vote of those present at any regularly constituted meeting, terminate the membership of any member who becomes ineligible for membership, or suspend or expel any member who is not in good standing as provided by Article III, Section 10 of these Bylaws.

9. **Resignation.** Any Member, other than an Affiliate, may resign by filing a written resignation with the Secretary, but such resignation shall not relieve the Member so resigning of the obligation to pay any dues, assessments or other charges theretofore accrued and unpaid.

10. **Members and Affiliates in Good Standing.** An Affiliate or Individual Member in good standing is one, whose annual dues are not more than three (3) months in arrears, and the Affiliate has provided an updated membership list including names, mailing addresses, phone numbers and electronic mail addresses of its members unless such Affiliate has received an exemption from the Board. An Affiliate or Individual Member not in good standing may be reinstated by payment of the current annual dues and any and all assessments which were levied or became due while such entity or person was not a member in good standing.

11. **Payment of Dues.** The dues year shall be January 1st to December 31st. Dues shall be payable at such times and in such amounts as established by the Board. Dues shall be payable upon admission to membership in NFALA.

12. **Transfer of Membership.** Membership in NFALA is not transferrable or assignable.

13. **Membership Certificates and Membership Lists.** The Board may issue a certificate for each membership in NFALA. The Board shall cause to be maintained a membership list of all members in good standing.

ARTICLE IV **MEMBERSHIP MEETINGS**

1. **Annual Meeting.** An annual meeting of the Members shall be held once during each calendar year at the same time and place prescribed by the Board for the purpose of installing officers and Board members and for the transaction of such other business as may come before the meeting.

2. **Special Meetings.** Special meetings of the Members may be called by the President or the Board.

3. **Notice of Meetings.** Written notice stating the place, date and hour of any meeting of Members, and in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered by the Secretary (or other Board designee) to each Member entitled to vote at such meeting not less than ten (10) nor more than one hundred and eighty (180) days before the date of such meeting. If mailed, the notice of a meeting shall be deemed delivered when deposited in the United States mail addressed to the Member at the address for such Member as it appears on the records of NFALA at least ten (10) days before the meeting, with

first class postage thereon prepaid. Notice sent by facsimile or by electronic mail is deemed delivered on the date sent.

4. **Manner of Acting.** Members may participate in annual or special meetings by means of a conference telephone or similar communications equipment whereby all Members participating in the meeting can simultaneously hear each other during the meeting, and participation in a meeting in this manner shall constitute the presence in person by such Member at the meeting.

5. **Votes of Members.** Thirty (30) Individual Members, unless otherwise determined by the Board and disclosed to the Members with the Notice of Meetings, shall constitute a quorum for consideration of the respective matters to be voted upon by such Members as provided herein at a meeting of Members. The affirmative vote of a majority of the Individual Members present and voting either in person or by proxy shall be the act of the Individual Members unless the vote of a greater number is required by applicable law or the Articles.

6. **Fixing Record Date for Voting.** For the purpose of determining Members, or in order to make a determination of Members for any other proper purpose, the Board may fix in advance a date as the record date for any such determination of Members, such date in any case to be not more than sixty (60) days and, for a meeting of Members, not less than ten (10) days, immediately preceding such meeting. If no record date is fixed for the determination of Members entitled to notice of or to vote at a meeting of Members, the date of which notice of the meeting is delivered shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Section, such determination shall apply to any adjournment thereof.

ARTICLE V **BOARD OF GOVERNORS**

1. **General Powers.** All corporate powers of NFALA shall be vested in and exercised by the Board of Governors (the "Board"). The Board shall have and is invested with all and unlimited powers and authorities, except as it may be expressly limited by law, the Articles or these Bylaws, to supervise, control, direct and manage the property, affairs and activities of NFALA, to determine the policies of NFALA, to do or cause to be done any and all lawful things for and on behalf of NFALA, to exercise or cause to be exercised any or all of its powers, privileges or franchises, and to seek the effectuation of its objects and purposes; provided, however, that:

- (a) The Board shall not authorize or permit NFALA to engage in any activity not permitted to be transacted by the Articles of Incorporation or by a nonprofit corporation organized under the laws of the State of Missouri;
- (b) None of the powers of NFALA shall be exercised to carry on activities, other than as an immaterial part of its activities, which are not in themselves in furtherance of the purposes of NFALA as provided herein;
- (c) All income and property of NFALA shall be applied exclusively for its nonprofit

purposes; and

- (d) Notwithstanding any other provisions of these Bylaws, NFALA shall not conduct or carry on any activities not permitted to be carried on by an organization exempt under Section 501(c)(6) of the Internal Revenue Code of 1986, as amended (or the corresponding provision of any future United States Internal Revenue Law) (collectively, the "Code").

2. **Number, Tenure, and Qualifications.** The Board shall consist of eight (8) regional governors who shall be elected by Affiliates in the respective region or appointed by the Board and shall hold office for two (2) year terms and/or until such governor's successor shall have been elected or appointed and qualified. The Board shall also consist of the President, President-Elect, Vice President for Membership, Vice President for Programs and Operations, Vice President for Communications, Treasurer and Secretary elected pursuant to Article VI of these Bylaws; such other officers as the Board may appoint; and the Immediate Past President. Each year of the term of each Board member shall begin on the day after the annual convention. Each region set forth in Section 10 of this Article shall elect or appoint one (1) governor. Each region shall elect its own governor(s) by a vote of the Affiliates of that region, with each Affiliate having one (1) vote, or by other mutually agreed arrangement implemented by the Affiliates of the region. If a region does not have an affiliate, the Board may appoint a regional governor. Each member of the Board shall be a member of an Affiliate or Individual Member of NFALA.

3. **Regular Meetings.** A regular annual meeting of the Board shall be held without other notice than these Bylaws, at the same place as the annual meeting of the Members. The Board may provide by resolution the time and place for the holding of additional regular meetings of the Board without other notice than such resolution.

4. **Special Meetings.** Special meetings of the Board may be held at the request of the President, or at the request of any five (5) members of the Board. All such special meetings shall be held in Washington, D.C. unless otherwise determined by a majority of the members of the Board.

5. **Notice.** Notice of any regular or special meeting of the Board shall be given at least two (2) days previously thereto by telephone, facsimile or electronic mail to each Board member at the addresses and phone numbers shown by the records of NFALA, or at least ten (10) days previously thereto by mail. If mailed, such notices shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. Notice of any special meeting of the Board may be waived in a writing signed by the person(s) entitled to the notice either before or after the time of the meeting. The attendance of a Board member at any meeting shall constitute a waiver of notice of such meeting, except where a Board member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless specifically required by applicable law or by these Bylaws. The business to be transacted at any special meeting of the Board shall be specified in the notice or waiver of notice of such meeting, and no other business may be transacted at such

meeting.

6. **Quorum Proxies.** A majority of the Board shall constitute a quorum for the transaction of business at any meeting of the Board, provided that if less than a majority of the Board members are present at said meeting, a majority of the Board members present may adjourn the meeting to another time without further notice. A person may participate in a Board meeting by telephone, and so long as all persons present can hear all other participants in the meeting, such person shall be considered “present” for purposes of determining a quorum.

7. **Manner of Acting.** The act of a majority of the Board members present at a meeting at which a quorum is present shall be the act of the Board, unless the act of a greater number is required by applicable law, these Bylaws or the Articles of Incorporation. Each Board member shall have one (1) vote, and one (1) vote only. A Board member who is present at a meeting of the Board members is deemed to have assented to all action taken unless the Board member: (i) objects at the beginning of the meeting, or promptly upon arrival, to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to any action taken; (ii) contemporaneously requests that the Board member’s dissent or abstention as to any specific action taken be entered in the minutes; or (iii) causes written notice of the Board member’s dissent or abstention as to any specific action to be received by the presiding officer of the meeting before adjournment, or by NFALA promptly after adjournment. The right of dissent or abstention is not available to a Board member who votes in favor of the action taken.

8. **Action Without Meeting.** Any action required or permitted to be taken by the Board (or any committee thereof) under any provision of law, the Articles of Incorporation, or these Bylaws may be taken, without a meeting, if all of the Board (or committee) members entitled to vote with respect to the subject matter thereof consent in writing to such action. “In writing” shall include any communication transmitted or received by electronic means. The consent shall be evidenced by one or more written approvals, each of which set forth the action taken and provides a written record of approval. All of the approvals evidencing the consent shall be delivered to the Secretary to be filed in the corporate records. The action taken shall be effective when all of the Board (or committee) members have approved of the consent unless the consent specifies a different effective date. Action by written consent shall have the same force and effect as a unanimous vote of the Board (or committee).

9. **Compensation.** Board members shall not receive any stated salaries for their services, but by resolution of the Board actual expenses of attendance, if any, may be allowed for each regular or special meeting of the Board, and actual expenses incurred by officers, Board members or members may be reimbursed under a policy to be determined by the Board, provided that nothing herein contained shall be construed to preclude any Board member from serving NFALA in any other capacity and receiving reasonable compensation therefor.

10. **Regions.** NFALA shall have the following eight (8) geographical regions, which may be changed from time to time by the Board, for purposes of electing or appointing governors as follows:

(a) **Northeast Region** (10 states): Connecticut, Delaware, Maine,

- Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island and Vermont; and Canada.
- (b) **Central Region (8 states):** Illinois, Indiana, Iowa, Michigan, Minnesota, Missouri, Ohio and Wisconsin.
 - (c) **Southeast Region (11 states):** Alabama, Florida, Georgia, Kentucky, Maryland, Mississippi, North Carolina, South Carolina, Tennessee, Virginia and West Virginia; the District of Columbia; the Commonwealth of Puerto Rico; and the Territory of the Virgin Islands.
 - (d) **Southwest Region (9 states):** Arizona, Arkansas, Colorado, Kansas, Louisiana, New Mexico, Oklahoma, Texas and Utah.
 - (e) **Northwest Region (10 states):** Alaska, Hawaii, Idaho, Montana, Nebraska, North Dakota, Oregon, South Dakota, Washington and Wyoming; the Commonwealth of the Northern Mariana Islands; the Territory of American Samoa; and the Territory of Guam.
 - (f) **Northern California Region:** Including the Bay Area.
 - (g) **Southern/Central California Region:** Including Los Angeles, San Diego/Orange County.
 - (h) **Eastern California Region:** Including Sacramento and the State of Nevada.

11. **Committees.** The Board may create one or more committees. Each committee shall include at least one Governor. Each committee shall have a chairperson, and, unless otherwise approved by the Board in writing, the chairperson of each committee must be a Governor. The remaining members of any committee may be volunteers. The Governors may delegate to such committee or committees any or all of the powers of the Board. Unless the Governors otherwise designate, committees shall conduct their affairs in the same manner as is provided in these Bylaws for the Governors. The members of any committee shall remain on such committee at the pleasure of the Board.

12. **Vacancies.** Any vacancy in a Governor seat shall be filled by the majority vote of the Board. A Governor elected or appointed to fill a vacancy shall be elected or appointed for the unexpired term of his/her predecessor in office. Each successor shall hold office for the unexpired term or until he sooner dies, resigns, is removed or becomes disqualified.

13. **Removal.** In addition to the procedures available under law for the removal of a Governor, any Governor may be removed by the affirmative vote of two-thirds (2/3) of the members of the Board, with or without cause. Unless otherwise designated by the Board, the removal of a Governor shall automatically result in the termination of all officer, committee, honorary or other positions such subject person held with NFALA at the time of his or her

removal as a Governor.

14. **Sponsors, Benefactors, Contributors, Advisors, Friends of NFALA.** The Governors may designate certain persons or groups of persons as sponsors, benefactors, contributors, advisors or friends of NFALA or such other title as they deem appropriate. Such persons shall serve in an honorary capacity and, except as the Governors shall otherwise designate, shall in such capacity have no right to notice of or to vote at any meeting, shall not be considered for purposes of establishing a quorum, and shall have no other rights or responsibilities. They may, however, serve as volunteer members of committees created by the Board.

15. **Liability of the Board.** To the fullest extent permitted under the Act, no Governor shall be personally liable to NFALA for damages for any breach of duty as a Governor provided, however, that the foregoing provision shall not eliminate or limit the liability of a Governor if a judgment or other final adjudication adverse to him or her establishes that his or her acts or omissions were in bad faith or involved intentional misconduct or a knowing violation of law.

16. **Indemnification.**

- (a) NFALA shall indemnify, defend and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative ("proceeding") by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was a governor or officer of NFALA or is or was serving at the request of NFALA as a governor or officer of another company, against all liability and loss suffered and expenses reasonably incurred by that person (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement); provided, however, that NFALA may modify the extent of that indemnification by individual contracts with its governors and officers and, provided, further, that NFALA will not be required to indemnify any governor or officer in connection with any proceeding (or part thereof) initiated by that person unless: (1) that indemnification is expressly required to be made by law; (2) the proceeding was authorized in advance by the Board; or (3) that indemnification is required to be made pursuant to an individual contract.
- (b) NFALA shall pay the expenses incurred by any person under Article III in defending any proceeding in advance of its final disposition upon receipt of an undertaking by that person to repay all amounts advanced if it should be ultimately determined that that person is not entitled to be indemnified under these Bylaws, applicable law or otherwise; provided, however, that NFALA will not be required to advance expenses to any governor or officer in connection with any proceeding (or part thereof) initiated by that person unless: (1) that indemnification is expressly required to be made by law; (2) the proceeding was authorized in advance by the Board; or (3) that indemnification is required to be made pursuant to an individual contract.

- (c) NFALA may indemnify, defend and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person who was or is made or is threatened to be made a party or is otherwise involved in any proceeding by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was an employee or agent of NFALA against all liability and loss suffered and expenses reasonably incurred by that person. NFALA may pay the expenses incurred by any person under this Article III in defending any proceeding in advance of its final disposition upon receipt of an undertaking by that person to repay all amounts advanced if it should be ultimately determined that that person is not entitled to be indemnified under these Bylaws, applicable law or otherwise.
- (d) If a claim for indemnification or payment of expenses under these Bylaws is not paid in full within sixty (60) days after a written claim therefor has been received by NFALA, the claimant may file suit to recover the unpaid amount of that claim and, if successful in whole or in part, will be entitled to be paid the expense of prosecuting that claim. In any such action NFALA will have the burden of proving that the claimant was not entitled to the requested indemnification or payment of expenses under these Bylaws or applicable law.
- (e) The rights conferred on any person by this Article III, Section 14 will not be exclusive of any other rights which that person may have or hereafter acquire under any applicable law, the Articles, these Bylaws, agreement, Board action or otherwise.
- (f) NFALA's obligation, if any, to indemnify any person who was or is serving at its request as a governor, officer, employee or agent of another company will be reduced by any amount that person may collect as indemnification from that company.
- (g) Any repeal or modification of the foregoing provisions of this Article III, Section 14 shall not adversely affect any right or protection hereunder of any person in respect of any act or omission occurring prior to the time of that repeal or modification.

17. **Insurance.** NFALA shall maintain insurance, at its expense, to protect itself and any governor, officer, consultant to NFALA, consulting without pay, employee or agent of NFALA or another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not NFALA would have the power to indemnify such person against such expense, liability or loss under the Act.

18. **Membership in NAPABA.** The Board shall not take or permit to be taken any action that would prevent NFALA from continuing its membership as a National Associate of NAPABA.

19. **Rules of Order.** Except as otherwise provided by these Bylaws, meetings of the Board

shall be conducted in accordance with "Robert's Rules of Order Revised" and the order of business shall be prescribed by the President.

20. **Emergency Action.** Subject to ratification by the Board, action in emergency matters may be taken with the consent of three (3) officers of the Board.

21. **Advisory Council.** The Board may establish an Advisory Council comprised of persons eminent in public service, community service and/or the law, to advise NFALA. Members of the Advisory Council shall serve without pay but may be reimbursed for expenses incident to their performance as such members.

ARTICLE VI **OFFICERS**

1. **Officers.** The officers of NFALA shall be a President, President-Elect, Immediate Past President, Vice President for Membership, Vice President for Programs and Operations, Vice President for Communications, Treasurer and Secretary, and such other officers as designated by the Board. Each officer may delegate various duties attributable to his or her office, but the fulfillment of such duties shall be the exclusive responsibility of the delegating officer.

2. **Election, Term of Office and Vacancies.** The officers of NFALA shall be elected annually by the popular vote of the individuals who are members of the NFALA Affiliates in good standing and the Individual Members of NFALA entitled to vote, as shown on the membership list maintained by the Board. The one-year term of each officer shall begin on the day preceding the annual convention. Vacancies may be filled or new offices created and filled at any meeting of NFALA or by the Board. Each officer shall hold office until such officer's successor shall have been duly elected and shall have qualified or until such officer shall resign or shall have been removed in the manner hereinafter provided. Election of an officer shall not of itself create contract rights. The following officers of NFALA shall have the following duties:

- (a) **President.** The President shall oversee and guide NFALA, subject to the direction and control of the Board. Subject to the direction and control of the Board and the policies established from time to time by the Board, he/she shall be in charge of the business and affairs of NFALA; he/she shall see that the resolutions and directives of the Board are carried into effect, except in those instances in which that responsibility is assigned to some other person by the Board; and in general he/she shall discharge all duties incident to the office of President and such other duties as may be prescribed by the Board from time to time. He/she shall preside at all meetings of the members and of the Board and the Executive Committee. Except in those instances in which the authority to execute is expressly delegated to another officer or agent of NFALA or a different mode of execution is expressly prescribed by the Board or these Bylaws, he/she may execute for NFALA any contracts, deeds, mortgages, bonds or other instruments which the Board has authorized to be executed, and he/she may accomplish such execution either under or without the seal of NFALA and either individually or with the Secretary, or any other officer thereunto authorized by the Board,

according to the requirements of the form of the instrument. He/she may vote all securities which NFALA is entitled to vote except as and to the extent such authority shall be vested in a different officer or agent of NFALA by the Board. If the President is absent during any meeting, then the meeting shall be chaired by one of the other officers, in the order in which they are named in Section 1 of this Article (Officers).

- (b) **President-Elect.** The President-Elect shall succeed to the presidency for the following term without another election to that office. The President-Elect shall assist the President in the discharge of his/her duties as the President may direct and shall perform such other duties as from time to time may be assigned to him/her by the President or by the Board. In the absence of the President or in the event of his/her inability or refusal to act, the President-Elect shall perform the duties of the President and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Except in those instances in which the authority to execute is expressly delegated to another officer or agent of NFALA or a different mode of execution is expressly prescribed by the Board or these Bylaws, the President-Elect may execute for NFALA any contracts, deeds, mortgages, bonds or other instruments which the Board has authorized to be executed, and he/she may accomplish such execution either under or without the seal of NFALA and either individually or with the Secretary, or any other officer thereunto authorized by the Board, according to the requirements of the form of the instrument.
- (c) **Vice President for Membership.** The Vice President for Membership shall be responsible, under the direction of the Board, for communications with the members and prospective members of NFALA, including overseeing the membership information contained on NFALA's website and maintaining NFALA's mailing list. The Vice President for Membership shall also perform such duties as from time to time may be assigned to him/her by the President or the Board.
- (d) **Vice President for Programs and Operations.** The Vice President for Programs and Operations shall be responsible, under the direction of the Board, for coordinating the programs and operations of NFALA, including overseeing the listing of programs and activities contained on the NFALA website. The Vice President for Programs and Operations shall also perform such duties as from time to time may be assigned to him/her by the President or the Board.
- (c) **Vice President for Communications.** The Vice President for Communications shall be responsible, under the direction of the Board, for coordinating and producing NFALA's newsletter and coordinating NFALA's external relations with the media. The Vice President for Communications shall also perform such duties as from time to time may be assigned to him/her by the President or the Board.

- (f) **Treasurer**. The Treasurer shall be the principal accounting and financial officer of NFALA. He/she shall: (a) have charge of and be responsible for the maintenance of adequate books of account for NFALA; (b) have charge and custody of all funds and securities of NFALA, and be responsible therefor, and for the receipt and disbursement thereof; and (c) perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him/her by the President or by the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of his/her duties in such sum and with such surety or sureties as the Board shall determine.
 - (g) **Secretary**. The Secretary shall record the minutes of the meetings of members and of the Board, see that all notices are duly given in accordance with the provision of these Bylaws or as required by applicable law, be custodian of NFALA records and of the seal of NFALA, and perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him/her by the President or by the Board.
 - (h) **Immediate Past President**. The President shall succeed to the office of Immediate Past President for the following term without another election to that office. The Immediate Past President shall assist the President and President-Elect in the discharge of their duties as they may direct and shall perform such other duties as from time to time may be assigned to him/her by the President and President-Elect, or by the Board. In the absence of the President-Elect or in the event of his/her inability or refusal to act, the Immediate Past President shall perform the duties of the President-Elect and when so acting, shall have all the powers of and be subject to all the restrictions upon the President-Elect.
3. **Board Supremacy**. Where the Board (acting in a meeting thereof or by written consent as prescribed in these Bylaws) shall have issued any direction (by resolution or otherwise), and such direction conflicts with the direction of the President or any other officer, the Board direction shall prevail and must be followed by the officers, committees, volunteers other persons to whom it is made.
4. **Executive Committee**. There may be an Executive Committee, consisting of the officers designated by the Board and with powers designated by the Board, as amended from time to time.
5. **Nominating and Elections Committee**. There shall be a Nominating and Elections Committee consisting of such officers and members whose appointment shall be in accordance with the Nominating and Elections Committee Guidelines that shall have been approved by the Board from time to time. The Nominating and Elections Committee shall be responsible for establishing and enforcing policies and procedures for elections, including candidacy requirements, and related activities as determined by the Board.

ARTICLE V
FISCAL YEAR

The fiscal year of NFALA shall be the period from January 1st to December 31st of each year, unless otherwise determined by the Board.

ARTICLE VI
CONTRACTS, LOANS, CHECKS AND DEPOSITS

1. **Authorization of Contracts.** The Board may authorize any officer or officers, agent or agents of NFALA, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of NFALA, and such authority may be general or confined to specific instances. No loans shall be contracted on behalf of NFALA and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board. NFALA shall not make any loan to any officer or governor of NFALA.

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

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

4. **Gifts.** The Board may accept (and delegate to one or more officers the authority to accept) and issue written receipts for (and delegate to one or more officers the authority to issue written receipts for) on behalf of NFALA any contribution, gift, bequest or devise, whether outright or in trust, as a current or future interest, as real or personal property, or as tangible or intangible property, for the general purposes or any special purpose of NFALA upon such terms and conditions as such governors and officers determine are necessary or appropriate.

ARTICLE VII
INVESTMENTS

1. **Investments.** The Board shall have, with respect to any and all property, whether principal or income, at any time held or received under any provisions of the Articles and, until actual distribution thereof, the following powers, authority and discretion without limitation by their specification:

- (a) To retain such property as an investment without regard to the proportion such property or property of a similar character similarly held may bear to the entire amount so held;

- (b) To sell at either public or private sale, lease, sublease, mortgage, exchange or grant options for any such property either for cash or on credit or partly for cash and partly on credit;
- (c) To invest and reinvest NFALA's funds in any property, real or personal, including (without limitation the generality of the foregoing language) securities of domestic and foreign corporations and investments, trusts, bonds, preferred stocks, common stocks, mortgages, mortgage participation, even though such investment (by reason of its character, amount, proportion to the total Corporation funds, or otherwise) would not be considered appropriate apart from this provision, even though such investment of one type or of one company that would be appropriate apart from this provision;
- (d) To participate in any plan of reorganization, consolidation, merger, combination, dissolution, recapitalization, liquidation or similar plan; to consent to such plan and any action thereunder or to any contract, lease, mortgage, purchase, sale, exchange or other action whether or not of the same kind by any corporation; to deposit any such property with any protective, reorganization, or similar committee, to delegate discretionary powers thereto and to share in payment of its expenses and compensation and to pay any assessments levied with respect to such property and to take and receive property under any such plan;
- (e) To exercise all conversions, subscription, voting and other rights of whatsoever nature pertaining to any such property and to grant proxies, discretionary or otherwise, with respect thereto and to retain any property which may be acquired by the exercise of any such rights;
- (f) In transferring or delivering any property to distribute, assign and convey the same in kind or in money or partly in kind and partly in money, the judgment of the Board as to the propriety thereof and the property to be allocated to any person to be binding and conclusive;
- (g) To pay all expenses, taxes and charges in connection with the administration of NFALA's funds; and
- (h) To do any other thing in the Board's discretion that is desirable for the proper management or investment of the funds of NFALA.

ARTICLE VIII **CONFLICTS OF INTEREST**

A conflict of interest transaction is any transaction with NFALA in which a governor or officer has a material interest. From time to time conflicts of interest may arise due to business relationships, personal relationships or other types of relationships. Such situations shall be controlled by the procedures set out in NFALA's Conflict of Interest Policy, attached hereto as

Exhibit A.

ARTICLE IX
ANNUAL REPORTS & INFORMATION RETURNS

The Board shall cause the Secretary of NFALA to file such annual reports and information returns as may be required by federal law, state or local law.

ARTICLE X
RECORDS

NFALA shall keep permanent records of minutes of all meetings of the Board, records of all actions taken by the Board without a meeting and records of all actions taken by committees of the Board. NFALA shall maintain appropriate accounting records. A copy of the following records shall be kept at NFALA's principal office: the Articles and all amendments thereto ever in effect, these Bylaws and all amendments to them ever in effect, a list of the names and business or home addresses of the current governors and officers, list of the names and business or home addresses of the current Members, the most recent annual report delivered to the Secretary of State and appropriate financial statements of all income and expenses.

ARTICLE XI
SEAL

NFALA shall not have a seal, unless otherwise determined by the Board.

ARTICLE XII
GENDER; SINGULAR – PLURAL

Whenever the masculine gender is used in these Bylaws, the feminine gender is also intended, and these Bylaws should be construed in a manner to effectuate this intent. Similarly, wherever the singular is used, the plural may also apply in appropriate circumstances, and vice versa.

ARTICLE XIII
AMENDMENTS

The power to alter, amend or repeal these Bylaws or adopt new Bylaws shall be vested in the Board, unless otherwise provided in the Articles of Incorporation or these Bylaws. Such action may be taken at a regular or special meeting for which written notice of the purpose shall be given, provided that the proposed amendment has been mailed, or sent by facsimile or electronic mail, to every member of the Board at least ten (10) days before the meeting at which it is to be considered. A two-thirds (2/3) vote of the Board members present and voting at the meeting shall be required for adoption of the proposed amendment. The Bylaws may contain any provisions for the regulation and management of the affairs of NFALA not inconsistent with law or Articles of Incorporation.

Adopted on this 23rd day of JULY, 2015



Rudy Figueroa, Esq.
President

ATTEST:



Christopher Javillonat, Esq.
Secretary

EXHIBIT A

NATIONAL FILIPINO AMERICAN LAWYERS ASSOCIATION

Conflict of Interest Policy

Adopted on July 23, 2015

Article I

Purpose

The purpose of the conflict of interest policy is to protect the interest of the National Filipino American Lawyers Association (“Corporation”) when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or Governor (“Governor”) of NFALA or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and Section 501(c)(6) organizations.

Article II

Definitions

1. Interested Person

Any Governor, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

2. Financial Interest

A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

- a. An ownership or investment interest in any entity with which NFALA has a transaction or arrangement;
- b. A compensation arrangement with NFALA or with any entity or individual with which NFALA has a transaction or arrangement; or
- c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which NFALA is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration, as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. Under Article III, Section 2 hereof, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

Article III Procedures

1. Duty to Disclose

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the Governors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

2. Determining Whether a Conflict of Interest Exists

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he or she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

3. Procedures for Addressing the Conflict of Interest

An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he or she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

After exercising due diligence, the governing board or committee shall determine whether NFALA can obtain with reasonable efforts, a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested Governors whether the transaction or arrangement is in NFALA's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

4. Violations of the Conflict of Interest Policy

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

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an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Article IV **Records of Proceedings**

The minutes of the governing board and all committees with board delegated powers shall contain:

- a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest; the nature of the financial interest; any action taken to determine whether a conflict of interest was present; and the governing board's or committee's decision as to whether a conflict of interest in fact existed; and
- b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement; the content of the discussion, including any alternatives to the proposed transaction or arrangement; and a record of any votes taken in connection with the proceedings.

Article V **Compensation**

A voting member of the governing board who receives compensation, directly or indirectly, from NFALA for services is precluded from voting on matters pertaining to that member's compensation.

A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from NFALA for services is precluded from voting on matters pertaining to that member's compensation.

No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from NFALA, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

Article VI **Annual Statements**

Each Governor, principal officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:

- a. Has received a copy of the conflict of interest policy;
- b. Has read and understands the policy;

- c. Has agreed to comply with the policy; and
- d. Understands NFALA is a nonprofit entity and must act as such.

Article VII
Periodic Reviews

To ensure NFALA operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- a. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining; and
- b. Whether partnerships, joint ventures, and arrangements with management organizations conform to NFALA's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes, and do not result in impermissible private benefit or in an excess benefit transaction.

Article VIII
Use of Outside Experts

When conducting the periodic reviews as provided for in Article VII, NFALA may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring that periodic reviews are conducted.