

**AMENDED AND RESTATED**

**[as of May 17, 2020]**

**BYLAWS OF**

**THE**

**NATIONAL ASIAN PACIFIC AMERICAN BAR ASSOCIATION (“NAPABA”)**

(a not-for-profit corporation)

**ARTICLE I  
OFFICES**

The name of this corporation shall be the “National Asian Pacific American Bar Association.” The Board of Governors may designate other names for specific activities and programs as it deems appropriate. The principal office of NAPABA shall be located in the Washington, D.C. metropolitan area. NAPABA shall also maintain in the State of Illinois, a registered office and a registered agent, and may have such other offices as determined by the Board of Governors (“Board”).

**ARTICLE II  
PURPOSES**

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

**ARTICLE III  
MEMBERSHIP AND DUES**

**SECTION 1**      **Membership.** The membership of NAPABA shall consist of NAPABA Affiliates, Individual Members, National Associates, Honorary Members and Associate Members.

SECTION 2                    **[Intentionally omitted.]**

SECTION 3                    **Individual Members.** To be eligible to become an Individual Member, and to maintain membership in NAPABA, 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 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.

SECTION 4                    **National Associates.** National associations of lawyers who are licensed to practice law in the United States or Canada may become National Associates of NAPABA, with the approval of the Board. A National Associate must pay annual dues as determined by the Board, must abide by rules set by the Board, and shall have no organizational or individual voting rights in NAPABA, however nothing herein shall prevent individual members of the National Associate from becoming Individual Members of NAPABA or individual members of an Affiliate of NAPABA and enjoying all rights and privileges pertaining thereto.

SECTION 5                    **Honorary Members.** A person may be elected to honorary membership by the Board for distinguished public service or eminence in the law. An Honorary Member so elected shall pay no dues, shall not be eligible to vote, serve as a member of the Board or any committee of the Board or of the membership, or hold elected or appointed positions in NAPABA, but shall have all other rights of membership.

SECTION 6                    **Associate Members.** NAPABA may admit, as a non-voting, associate member, - any person not licensed to practice law in the United States or Canada who supports the purposes, mission, vision and values of NAPABA (for example, law students and others related to and/or supportive of the legal profession). Associate Members shall pay annual dues as determined by the Board, and shall not be eligible to vote, serve as a member of the Board or any committee of the Board or of the membership, or hold elected or appointed positions in NAPABA, but shall have other rights of membership.

SECTION 7                    **Admission to Membership.** Except in the initial election of members, all applicants for membership shall file with NAPABA a written application in such form as the Board shall from time to time determine.

SECTION 8                    **Affiliates.** Local and regional bar associations may become affiliated with NAPABA with the approval of the Board. Affiliates must have a minimum of ten (10) individual dues-paying members who are licensed to practice law in the jurisdiction in which the Affiliate is located. Alternatively, Affiliates must have a minimum of ten (10) individual dues-paying members who are licensed to practice law in and are good standing with

the bar of any state, territory or province of the United States, the District of Columbia or Canada. Affiliate shall pay annual dues as determined by the Board.

(a) **Affiliate Application Requirements.** A request for Affiliate membership with NAPABA 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 NAPABA, 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) **Affiliate Administration.** Each Affiliate shall be a discrete, non-profit organization, whose business affairs shall be under the direction of a board of directors. Each Affiliate shall determine the number of directors on its board, which shall not be less than three (3). No action or endorsement may be taken or made by the Affiliate in the name of NAPABA without the prior approval of the Board. Any public position taken prior to receiving such approval shall expressly state that such position is the position of the Affiliate only, and does not necessarily represent the views of NAPABA.

(c) **Affiliate Membership Meetings.** Each Affiliate must hold a general meeting of its members at least once a year.

(d) **Affiliate Officers.** Each Affiliate shall, at a minimum, elect a President, a Secretary and a Treasurer.

(e) **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.

(f) **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 or Bylaws of NAPABA, 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.

(g) **Affiliate Associate Members.** Each Affiliate may admit, as a non-voting, associate member, any person not licensed to practice law in the United States or Canada who supports the purposes, mission, vision and values of NAPABA and/or the Affiliate (for example, law students and others related to and/or supportive of the legal

profession). Affiliate Associate Members shall not be eligible to vote, serve as a member of the Board or any committee of the Board or of the membership, or hold elected or appointed positions in NAPABA.

**SECTION 9**            **Voting Rights.** Only Affiliates and Individual Members, as specified above, shall have voting rights. Each Affiliate is entitled to one vote in the election of Regional Governors, if applicable, as set forth in Article V, Section 12, and on other matters as may be determined by the Board. Each individual member of an Affiliate (who is not an Affiliate Associate Member) is entitled to one vote only in the election of officers or Directors of NAPABA. Each Individual Member (who is not also a member of an Affiliate) is entitled to one vote only in the election of officers and Directors of NAPABA.

**SECTION 10**            **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 12 of these Bylaws.

**SECTION 11**            **Resignation.** Any member, other than an Affiliate, may resign by filing a written resignation with the Secretary or Vice President for Membership, 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.

**SECTION 12**            **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.

**SECTION 13**            **Payment of Dues.** The dues year shall be January 1 to December 31. Dues shall be payable upon admission to membership in NAPABA.

**SECTION 14**            **Transfer of Membership.** Membership in NAPABA is not transferrable or assignable.

**SECTION 15**            **Membership Certificates and Membership List.** The Board may issue a certificate for each membership in NAPABA. The Board shall cause to be maintained a membership list of all members in good standing.

**ARTICLE IV**  
**MEMBERSHIP MEETINGS**

**SECTION 1**            **Annual Meeting.** An annual meeting of the members shall be held once during each calendar year at a 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.

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

**SECTION 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 sixty (60) 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 NAPABA 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.

**SECTION 4**            **[Intentionally Omitted.]**

**SECTION 5**            **Votes of Members.** A majority of the Individual Members shall constitute a quorum for consideration of such matter at a meeting of members. The affirmative vote of a majority of the members present and voting either in person or by proxy, shall be the act of the members, unless the vote of a greater number is required by applicable law or the Articles of Incorporation.

**SECTION 6**            **[Intentionally Omitted.]**

**SECTION 7**            **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**

**SECTION 1**            **General Powers.** The affairs of NAPABA shall be managed by and under the direction of the Board.

**SECTION 2**            **Number, Tenure and Qualifications.** The Board shall consist of ten (10) regional governors who shall be elected or appointed and shall hold office for two (2) year terms and/or until such governor's successor shall have been elected or appointed and qualified; four (4) At-Large Board members who shall be appointed and shall hold office for two (2) year terms; four (4) Director Board members who shall be elected and shall hold office for a one (1) year term; the President, President-Elect, Treasurer and Secretary of NAPABA; 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 preceding the annual convention if held in November, or on November 1 if the convention is held before November. No more than three (3) of the officers and Directors on the Board at any given time may be from the same geographical region as defined in Section 12 of this Article, and all officers and Board members are to be different individuals. Each region set forth in Section 12 of this Article shall elect or appoint one (1) governor and one (1) alternate governor, with the exception of the Northeast Region, which shall elect or appoint two (2) governors and two (2) alternate governors. Each region shall elect its own governor(s) and alternate 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. Each member of the Board must be a dues paying member of NAPABA. In odd-numbered years, governors and alternate governors shall be elected or appointed to a two-year term from the following regions: California (two of the four seats), Northeast (one of the two seats), Southeast and Southwest. In even-numbered years, governors and alternate governors shall be elected or appointed to a two-year term from the following regions: California (two of the four seats), Northeast (one of the two seats), Central and Northwest. As set forth in Section 13 of this Article, the Board shall appoint four (4) At-Large Board members. The alternate governors may attend the regular meetings of the Board but shall not be entitled to vote and shall not have any other rights except as may be otherwise granted by the Board from time to time.

**SECTION 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. Such regular meetings may be held virtually using prescribed electronic means that allows authorized attendees to participate in the meeting remotely. Only Board Members and those specifically invited by the President, unless otherwise directed by the Board, may attend meetings of the Board.

**SECTION 4**            **Special Meetings.** Special meetings of the Board may be called or at the request of the President or any five (5) members of the Board. All such special meetings shall be held at a location determined by a majority of the members of the Board. Such special meetings may be held virtually using prescribed electronic means that allows authorized attendees to participate in the meeting remotely. Only Board Members and those specifically

invited by President, unless otherwise directed by the Board, may attend special meetings of the Board.

**SECTION 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 NAPABA, 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 or persons 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.

**SECTION 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 Board member may participate in a Board meeting by telephone, or other prescribed electronic means, and so long as each Board member can be heard by all other Board members present at the meeting, such Board member shall be considered “present” for purposes of determining a quorum.

**SECTION 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 NAPABA promptly after adjournment. The right of dissent or abstention is not available to a Board member who votes in favor of the action taken.

**SECTION 8**            **Resignation, Removal of Governors and Alternate Governors.**

(a)            A governor or alternate governor may resign at any time by written notice delivered to the President or Secretary. A resignation is effective when the notice is delivered unless the notice specifies a future date.

(b) One or more of the governors may be removed with or without cause, provided, however, that no governor may be removed, except as follows:

- (i) Removal by Affiliates. A governor or alternate governor may be removed by the affirmative vote of two-thirds (2/3) of the Affiliates entitled to vote in the election for such governor or alternate governor.
- (ii) Removal by the Board.
  - (1) No governor or alternate governor shall be removed unless written notice of such action is delivered to all Affiliates entitled to vote for such governor or alternate governor. Only the governor(s) or alternate governor(s) named in the notice may be removed.
  - (2) A governor or alternate governor may be removed by the affirmative vote of eighty percent (80%) of the voting members of the Board, excluding the vote of the governor to be removed (if applicable), whenever, in the Board's judgment, the best interests of NAPABA would be served thereby.
  - (3) In the event of the removal of a governor under this subsection (ii), the alternate governor for such region shall become the governor for that Region until such time the affected Region appoints a new governor to serve out the remaining term of the replaced governor. In the event of the removal of an alternate governor under this subsection (ii), the Region shall elect a new alternate governor to serve out the remaining term of the replaced alternate governor.

**SECTION 9**            **Vacancies in Governorships.** Except as otherwise provided in these Bylaws, any vacancy occurring in any governorship on the Board or any governorship to be filled by reason of any increase in the number of governors shall be filled by the Affiliates of the region represented by that governor. A governor elected or appointed to fill a vacancy shall be elected or appointed for the unexpired term of his/her predecessor in office. Regarding vacancies in officer position, see Article VI, Section 2 (Election, Term of Office and Vacancies).

**SECTION 10**            **Action Without Meeting.**

(a) 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.

(b) 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 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 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).

**SECTION 11**            **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 NAPABA in any other capacity and receiving reasonable compensation therefor.

**SECTION 12**            **Regions.** NAPABA shall have the following nine (9) 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)     **Central California Region** - including Los Angeles.

(h)     **Southern California Region** - including San Diego/Orange County.

- (i) Eastern California Region - including Sacramento.

**SECTION 13** At-Large Board Members. Because of the growth of the Asian Pacific American attorneys around North America and the desire to have a diverse and inclusive representation of the Board of Governors, the Board, with the recommendations of the Nominating and Elections Committee, shall appoint, by majority vote, four (4) At-Large Board members. At-Large Board members shall serve two-year, staggered terms (except that two of the first four such At-Large Board members appointed may serve a one-year term to allow the staggering of terms). No more than two (2) of the At-Large Board members at any given time may be from the same geographical region as defined in Section 12 of this Article.

**SECTION 14** Resignation, Removal of At-Large Board Members.

(a) An At-Large Board member may resign at any time by written notice delivered to the Board or to the President or Secretary. A resignation is effective when the notice is delivered unless the notice specifies a future date.

(b) An At-Large Board member may be removed by the affirmative vote of two-thirds (2/3) of the voting members of the Board excluding the vote of the At-Large Board member to be removed, whenever, in the Board's judgment, the best interests of NAPABA would be served thereby.

**SECTION 15** Directors. NAPABA shall have four (4) Directors that perform such duties as from time to time may be assigned to him/her by the President or by the Board. The Directors of NAPABA shall be elected annually by the popular vote of the individuals who are members of NAPABA Affiliates in good standing and the Individual Members of NAPABA entitled to vote, as shown on the membership list maintained by the Board, and pursuant to Article III, Section 9 ("Voting Member"). Each Voting Member shall be allowed to cast one (1) vote for up to and including four (4) Director candidates (there is no cumulative voting). The four (4) Director positions shall be filled by the four (4) qualified Director candidates with the highest number of votes. The one-year term of each duly elected Director shall begin on the day preceding the annual convention if held in November, or on November 1 if the convention is held before November. Vacancies may be filled at any meeting of NAPABA or by the Board. Each Director shall hold office until such Director's successor shall have been duly elected and shall have qualified or until such Director shall resign or shall have been removed in the manner hereinafter provided. Election of a Director shall not of itself create contract rights.

**SECTION 16** Resignation and Removal of Directors.

(a) A Director may resign at any time by written notice delivered to the Board or to the President or Secretary.

(b) Any Director may be removed by the affirmative vote of two-thirds (2/3) of the voting members of the Board, excluding the vote of the Director to be

removed, whenever, in the Board's judgment, the best interests of NAPABA would be served thereby.

**SECTION 17**            **Executive Committee.** There shall be an Executive Committee, consisting of the officers that are set forth in Article VI, Section 1, the Chairpersons of the Standing Committees in Section 18 and such other officers and/or Board members as the Board may appoint. The Executive Committee shall take such action necessary or desirable to conduct the business of NAPABA, as authorized by the Board. A majority of the Executive Committee shall constitute a quorum for the transaction of business at any meeting of the Executive Committee. The Executive Committee shall take action by a majority vote of the Executive Committee members present. Special meetings of the Executive Committee may be called by or at the request of the President or any three (3) members of the Executive Committee. Any Regional Governor, At-Large Board member, and/or Director may attend the Executive Committee meetings.

Notwithstanding anything to the contrary herein, the Executive Committee may not;

- (a) amend, adopt or repeal any provision of the Bylaws;
- (b) fix compensation for the Board or any member thereof; or
- (c) amend or repeal any resolution of the Board, except with the express prior consent of the Board.

**SECTION 18**            **Standing Committees and Sub-Committees.**

(a) **Standing Committees.** There shall be three standing committees as follows:

- i. Governance, Nominations and Elections Committee (generally overseeing board development, good governance, and nominations and elections);
- ii. Finance Committee (generally overseeing NAPABA's fiscal health); and
- iii. Programs Committee (general oversight and long range planning of NAPABA's programs).

(b) Standing Committees shall consist of at least three (3) and no more than five (5) persons (not including *ex officio* members). Standing Committees shall be comprised of a majority of Board members but may have non-Board members as members. Subject to the foregoing, the composition, scope and duties of the Standing Committees shall be approved by the Board and may be modified, revised or otherwise changed by the Board from time to time. The Chair of each Standing Committee must be a Board member and shall be appointed by the President with the advice and consent of the Board.

(c) **Sub-Committees.** Each Standing Committee may, from time to time, create, consolidate, or discontinue sub-committees (reporting to such Standing Committee) that assist such Standing Committee with its duties as such Standing Committee may deem advisable from time to time.

(d) Notwithstanding anything to the contrary herein, the Board retains final authority over the Standing Committees and sub-committees and any and all actions, inactions or recommendations by the Standing Committees and/or sub-committees. The President and Executive Director of NAPABA shall serve as *ex officio* members of all Standing Committees and/or sub-committees.

**SECTION 19** **Ad-Hoc Committees.** The Board may establish such Ad-Hoc Committees as the Board may deem appropriate or necessary from time to time. The President may appoint the Chair and members of all such Ad-Hoc Committees with the advice and consent of the Board. Members of such Ad-Hoc Committees may be recommended by the Board. The President and Executive Director of NAPABA shall serve as *ex officio* members of all Ad-Hoc Committees. Notwithstanding anything to the contrary herein, the Board retains final authority over Ad-Hoc Committees and any and all actions, inactions or recommendations by the Ad-Hoc Committees.

**SECTION 20** **Standard of Conduct for Board Members and Officers.** Each Board member (for the purposes of this Section 20, Board member includes alternate governor) and officer shall perform his/her duties as a Board member or officer, including without limitation his/her duties as a member of any committee of the Board, in good faith, in a manner the Board member or officer reasonably believes to be in the best interests of NAPABA, and with the care and ordinarily prudent person in a like position would exercise under similar circumstances. In the performance of his/her duties, a Board member or officer shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by the persons designated below. However, a Board member or officer shall not be considered to be acting in good faith if the Board member or officer has knowledge concerning the matter in question that would cause such reliance to be unwarranted. A Board member or officer shall not be liable to NAPABA or its members for any action the Board member or officer takes, the Board member or officer performs his/her duties in compliance with this Section. Every year, each Board member, and each officer, shall also agree to and execute the Board Duties form as approved by the Board from time to time.

The designated persons upon whom a Board member or officer is entitled to rely are:

(i) one or more officers or employees of NAPABA whom the Board member or officer reasonably believes to be reliable and competent in the matters presented; (ii) legal counsel, a public accountant or other person as to matters which the Board member or officer reasonably believes to be within such person's professional or expert competence; or (iii) a committee of the Board on which the Board member or officer does not serve if the Board member reasonably believes the committee merits confidence.

*Conflicting Interest Transaction.* No Conflicting Interest Transaction, as defined in this Section, shall be void or voidable or be enjoined, set aside or give rise to an award of damages or

other sanctions in a proceeding by or in the right of NAPABA, or by a member, solely because the Conflicting Interest Transaction involves a Board member, officer or employee or an entity in which a Board member, officer or employee is a board member or officer or has a financial interest solely because the Board member or officer is present at, or participates in, a meeting of the Board or of a committee which authorizes, approves or ratifies the Conflicting Interest Transaction or solely because the Board member's vote is counted for such purposes if: (i) the material facts as to the relationship or interest and as to the Conflicting Interest Transaction are disclosed or known to the Board or the committee, and the Board or committee in good faith authorizes, finds the Conflicting Interest Transaction to be fair to NAPABA and approves or ratifies it by the affirmative vote of a majority of the disinterested Board members, even though the disinterested Board members are less than a quorum; or (ii) the Conflicting Interests Transaction is fair to NAPABA as of the time it is authorized, approved or ratified by the Board or a committee thereof.

A "Conflicting Interest Transaction" means any contract or transaction between NAPABA and a Board member, officer or employee, or between NAPABA and an entity in which a Board member, officer, or employee is a board member or officer or has a financial interest. Every Board member, officer and employee of NAPABA shall comply with the Conflict of Interest Policy (attached hereto).

## **ARTICLE VI OFFICERS**

**SECTION 1**      **Officers.** NAPABA shall have a President, President-Elect, Immediate Past President, Treasurer and Secretary, and such other officers as the Board may appoint.

**SECTION 2**      **Election, Term of Office and Vacancies.** The officers of NAPABA shall be elected annually by the popular vote of the individuals who are members of NAPABA Affiliates in good standing and the Individual Members of NAPABA entitled to vote, as shown on the membership list maintained by the Board, and pursuant to Article III, Section 9. There shall be only one (1) vote per person. The one-year term of each officer shall begin on the day preceding the annual convention if held in November, or on November 1 if the convention is held before November. Vacancies may be filled or new offices created and filled at any meeting of NAPABA 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.

**SECTION 3**      **Resignation and Removal.**

(a)      An officer may resign at any time by written notice delivered to the Board or to the President or Secretary.

(b)      Any officer may be removed by the affirmative vote of two-thirds (2/3) of the voting members of the Board, excluding the vote of the officer to be removed,

whenever, in the Board's judgment, the best interests of NAPABA would be served thereby.

**SECTION 4**            **President.** The President shall oversee and guide NAPABA, 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 NAPABA; 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 NAPABA or a different mode of execution is expressly prescribed by the Board of these Bylaws, he/she may execute for NAPABA 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 NAPABA and either individually or with the Secretary, or any other offer thereunto authorized by the Board, according to the requirements of the form of the instrument. He/she may vote all securities which NAPABA is entitled to vote except as and to the extent such authority shall be vested in a different officer or agent of NAPABA 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).

**SECTION 5**            **President-Elect.** The President-Elect shall succeed to the presidency for the following term without another elected 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 NAPABA or a different mode of execution is expressly prescribed by the Board or these Bylaws, the President-Elect may execute for NAPABA 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 NAPABA and either individually or with the Secretary, or any other offer thereunto authorized by the Board, according to the requirements of the form of the instrument.

**SECTION 6**            **[Intentionally Omitted.]**

**SECTION 7**            **[Intentionally Omitted.]**

**SECTION 8**            **[Intentionally Omitted.]**

**SECTION 9**            **[[Intentionally Omitted.]**

**SECTION 10**      **Treasurer.** The Treasurer shall be the principal accounting and financial officer of NAPABA. He/she shall: (a) have charge of and be responsible for the maintenance of adequate books of account for NAPABA; (b) have charge and custody of all funds and securities of NAPABA, 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.

**SECTION 11**      **Secretary.** The Secretary shall record the minutes of the meetings of the 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 NAPABA records and of the seal of NAPABA, 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.

**SECTION 12**      **Assistant Treasurers and Assistant Secretaries.** The Assistant Treasurers and Assistant Secretaries, if any, shall perform such duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the President or the Board, and shall not be members of the Board or the Executive Committee. If required by the Board, Assistant Treasurers shall give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board shall determine.

**SECTION 13**      **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.

## **ARTICLE VII EXECUTIVE DIRECTOR**

**SECTION 1**      **Election or Appointment.** The Board of Governors shall elect or appoint an Executive Director who shall serve at the pleasure of the Board. The Executive Director may be removed by the Board with or without cause by a majority of the Board called at a special meeting for that purpose. This Article VII is subject to any NAPABA/Executive Director employment contract which is properly approved by the Board.

**SECTION 2**      **Salary.** The salary of the Executive Director shall be fixed by the Board. Not less than annually and not more than semi-annually, the Board will review the performance of the Executive Director.

**SECTION 3**            **Duties of the Executive Director.** The Executive Director shall be subject to the control and direction of the Board and these Bylaws, and shall in general supervise and control the day-to-day operations of NAPABA in a manner consistent with the policies established from time to time by the Board. It is the Executive Director's responsibility to implement policies formulated from time to time by the Board. The Executive Director shall not be a member of the Board but shall attend the meetings of the Board and Executive Committee. The Executive Director shall not be entitled to vote at Board meetings or Executive Committee meetings. The Executive Director may sign, either alone, if authorized, or with the Secretary or any other proper officer of NAPABA thereunto authorized by the Board, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or with these Bylaws to some other officer or agent of NAPABA, or shall be required by applicable law to be otherwise signed or executed. The Executive Director shall appoint other members of the staff in positions authorized by the Board, shall assign their duties, direct and supervise their work, and as appropriate, may terminate their employment with NAPABA, subject to approval of the Board. In general, the Executive Director shall perform all duties incident to the office and such other duties as may be prescribed by the Board from time to time.

**ARTICLE VIII**  
**SECTIONS AND FORUMS;**  
**STUDENT AFFILIATE OR SECTION; ADVISORY BOARD**

**SECTION 1**            **Sections and Forums Authorizations.** The Board may from time to time create, consolidate or discontinue such Sections and Forums within NAPABA as it may deem advisable.

**SECTION 2**            **Governance.** Each Section or Forum may adopt and amend its own bylaws or other governing rules, subject to the approval of the Board. Each officer of a Section or Forum shall hold office for not more than four (4) consecutive years, except for special reasons, with the approval of the Board. Each year of the term of each officer and governing body member of a Section or Forum shall begin on the day preceding the annual convention if held in November, or on November 1 if the convention is held before November.

**SECTION 3**            **[Intentionally Omitted.]**

**SECTION 4**            **[Intentionally Omitted.]**

**SECTION 5**            **Law Student Association Affiliate or Section Authorization.** NAPABA may, by vote of the Board, elect to have one or more national law student associations become an affiliate of NAPABA. Such affiliates shall pay such dues as the Board may determine, and shall not be eligible to vote or hold elected positions in NAPABA. Any request for such affiliation must comply with the provision of Article III, Section 8, to the fullest extent possible. Such affiliates shall be subject to the provisions of Article III. One such national law student

association affiliate shall be NAPALSA, the National Asian Pacific American Law Student Association.

**SECTION 6**            **Advisory Board.** The Board may establish in its sole discretion an Advisory Board comprised of respected current or past leaders or experts within the NAPABA community, the public or private sectors, community or public interest areas, and/or the business or legal industries to advise the Board as may be requested by the Board from time to time. Members of the Advisory Board may serve up to two (2) consecutive one-(1-)year terms, with each current term expiring upon the installation of the incoming Board, and with all second terms requiring the approval of the incoming Board. Members of the Advisory Board shall be subject to the same confidentiality and conflict disclosure requirements as the Board, and shall serve without pay, but may be reimbursed for certain expenses incident to the performance of their assigned duties, pursuant to NAPABA's expense reimbursement policy in effect at the time.

## **ARTICLE IX CONTRACTS, CHECKS, DEPOSITS AND FUNDS**

**SECTION 1**            **Contracts.** The Board may authorize any officer, officers, agent or agents of NAPABA, 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 NAPABA, and such authority may be general or confined to specific instances.

**SECTION 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 NAPABA shall be signed by the Treasurer, or in his/her absence may be signed by the President or President-Elect, in accordance with NAPABA's Expense Approval Policy.

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

**SECTION 4**            **Gifts.** The Board may accept on behalf of NAPABA any contribution, gift, bequest or devise for the general purposes or for any special purpose of NAPABA. The Board may adopt any convenient means whereby contributions, gifts, bequests and devises from members and others, to be used in furthering the activities and objects of NAPABA, may be received, held, administered and disposed of.

**SECTION 5**            **Net Earnings.** No part of net earnings of NAPABA shall inure to the benefit of, or be distributable to, its governors, officers, Board members, members or other private persons, except that NAPABA shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the Bylaws.

**SECTION 6**            **Dissolution.** In the event of the dissolution of NAPABA, the Board shall, after paying or making provision for the payment of all of the liabilities of NAPABA, dispose of all of the assets of NAPABA in such manner or to such organization or

organizations organized or operated exclusively for purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c) of the Internal Revenue Code of 1986, as amended (or the corresponding provision of any future United States Internal Revenue law), as the Board shall determine.

**SECTION 7**            **Loans.** No loans shall be contracted for on behalf of NAPABA and no evidence of indebtedness shall be issued in the name of NAPABA unless authorized by a resolution of the Board. Such authority may be established as a general policy if confined to a specific dollar limit determined from time to time by resolution of the Board and shall otherwise be confined to specific instances. No loan shall be made to any member, officer or Board member of NAPABA.

**ARTICLE X  
BOOKS AND RECORDS**

NAPABA shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, Board and committees having any of the authority of the Board and shall keep at its principal office a record giving the names and addresses of the members entitled to vote. All books and records of NAPABA may be inspected by and Board member or his/her agent or attorney for any proper purpose at any reasonable time.

**ARTICLE XI  
FISCAL YEAR**

The fiscal year of NAPABA shall be fixed by resolution of the Board.

**ARTICLE XII  
SEAL**

The corporate seal shall have inscribed thereon the name of NAPABA and the words "Corporate Seal, Illinois."

**ARTICLE XIII  
WAIVER OF NOTICE**

Whenever any notice is required to be given under the provisions of the Act or under the provisions of the Articles of Incorporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

**ARTICLE XIV  
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 NAPABA not inconsistent with law or Articles of Incorporation.

**ARTICLE XV  
INDEMNIFICATION OF OFFICERS AND BOARD MEMBERS,  
EMPLOYEES AND AGENTS**

(a) NAPABA may indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of NAPABA) by reason of the fact that he or she is or was a Board member, officer, employee or agent of NAPABA, or who is or was serving at the request of NAPABA as a Board member, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of NAPABA, and, with respect to any criminal action or proceeding, had reasonable cause to believe his or her conduct was lawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person failed to act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of NAPABA, and, with respect to any criminal action or proceeding, failed to act with reasonable cause to believe that his or her conduct was lawful.

(b) NAPABA may indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action or suit by or in the right of NAPABA to procure a judgment in its favor by reason of the fact that he or she is or was a Board member, officer, employee or agent of NAPABA, or was serving at the request of NAPABA as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit, if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of NAPABA; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to NAPABA, unless, and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

(c) To the extent that a Board member, officer, employee or agent of NAPABA has been successful, on the merits or otherwise, in the defense of any action, suit or

proceeding referred to in paragraphs (a) and (b), or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

(d) Any indemnification under paragraphs (a) and (b) (unless ordered by a court) shall be made by NAPABA only as authorized in the specific case, upon a determination that indemnification of the Board member, officer, employee or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in paragraphs (a) or (b). Such determination shall be made (i) by the Board by a majority vote of a quorum consisting of Board members who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or even if obtainable, a quorum of disinterested Board members so directs, by an independent legal counsel in a written opinion, or (iii) by the members entitled to vote, if any.

(e) Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by NAPABA in advance of the final disposition of such action, suit or proceeding, as authorized by the Board in the specific case, upon receipt of an undertaking by or on behalf of the Board member, officer, employee or agent to repay such amount; provided, however, that if the Board subsequently determines that such person or party was not entitled to be indemnified by NAPABA pursuant to this Article, such expenses paid by NAPABA shall be reimbursed forthwith by such person or party.

(f) The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of members or disinterested Board members or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be Board member, officer, employee or agent, and shall inure to the benefit of the heirs, executors and administrators of such a person.

(g) NAPABA may purchase and maintain insurance on behalf of any person who is or was a Board member, officer, employee or agent of NAPABA, or who is or was serving at the request of NAPABA as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not NAPABA would have the power to indemnify him or her against such liability under the provisions of this Article.

(h) If NAPABA has paid an indemnity or has advanced expenses under this Article to a Board member, officer, employee or agent, NAPABA shall report the indemnification or advance in writing to the members entitled to vote or before the notice of the next meeting of the members entitled to vote.

Initial set of Bylaws adopted: November 12, 1989

First amendment: February 10, 1990

Second amendment: May 12, 1990

Third amendment: May 16, 1992

Fourth amendment: May 15, 1993  
Fifth amendment: August 7, 1993  
Sixth amendment: August 5, 1994  
Seventh amendment: February 28, 1997  
Eighth amendment: November 12, 1998  
Ninth amendment: November 15, 2001  
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Thirteenth amendment: August 10, 2013  
Fourteenth amendment: February 7, 2015  
Fifteenth amendment: October 19, 2016  
Sixteenth amendment: August 10, 2019  
Seventeenth amendment: May 17, 2020

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