International Women's Insolvency and Restructuring Confederation

Network Annual Report - Southern California

January 1, 2016 - December 31, 2016

DUE DATE APRIL 17, 2017

Networks who fail to submit this form in a timely manner will forfeit their annual rebate checks. Rebates are $50 per year, per member, paid in two installments of $25 each.

1. Please provide a list of the Network's Board of Directors using the template on the following page. *A Network Board should consist of no less than three officers and no individual may maintain the same position for more than six years. In addition, no individual may serve on the Board for more than six years, however Networks may waive or modify this requirement.*

2. How many Board meetings were held this year? 7
   Networks must hold at least 6 Board meetings per year.

3. When were the last Board elections held? December 2016
   Network elections are to be held no less than bi-annually.

4. Please attach a list of events held using the template on the following page. *Networks must hold at least three events, two of which are to be open to non-members and one which is specifically designed to recruit new members. Networks are to participate in at least one regional event or, if the Network is a regional Network, participate in a program with another Network every four years. A Network shall obtain prior written Board approval for Network "Special Events" as defined in the handbook.*

5. Please attach a list of sponsors using the template on the following page.

6. How many articles have been contributed to the IWIRC eNewsletter this year? 0
   Networks are to submit at least one article to the IWIRC eNewsletter each year.

7. How many members does the Network have? 29

8. Please attach the Network's financial statement for 2016 (revenues and expenses).
   Networks are to provide an accounting of income and expenses on an annual basis.
   **Plan to submit by May 15th

9. Has the Network filed the yearly IRS tax form (U.S. Networks only)? (●) Yes ( ) No
   Networks with gross receipts less than $50,000 need to file a 990-N; Networks with greater than $50,000 in gross receipts should file a 990-EZ or 990. Both options are due by May 15th.

10. Were the Network's Rules of Operation updated in 2016? (●) Yes ( ) No *If yes, please attach.*

11. Please note other information that would be helpful to the International Board, including challenges faced by the Network and/or other suggestions/comments.

    We are having a difficult time attracting and retaining members and generating sufficient attendance at our events.

12. Date report was sent to IWIRC International (please send to aguckert@iwirc.com) _____

Network Board of Directors

Name	Firm	Board Position	Current Term Expires	Years on Board	Prior Network Positions
PLEASE SEE ATTACHED					

Network Events

Date of Event	Type of Event	Regional Event (Y/N) If yes, First Time or Repeat? (F/R)	Co-Host Organization (if any)	Open to Non-Members (Y/N)	Intended Specifically to Recruit New Members (Y/N)	Number of Members in Attendance (if available)	Number of Non-Members in Attendance (if available)
PLEASE SEE ATTACHED							

Network Sponsors

Name of Sponsor	Amount of Sponsorship	Annual or Event Sponsorship (if event, please list the event)
PLEASE SEE ATTACHED		

**An IWIRC Regional Event mean either: (i) an event developed and hosted by two or more IWIRC networks or (ii) an event held in conjunction with another national or international organization's event (eg. TMA, ABI) where the event is developed and hosted by the IWIRC network and the focus of the event is on promoting IWIRC and its members.*

IWIRC SoCal Network

BOARD OF DIRECTORS – 2016

IWIRC SoCal - Board of Directors - 2016						
Board Position	**Name**	**Firm**	**Current Term Began**	**Current Term Expires**	**Years on Board**	**Prior IWIRC Positions**
Co-Chair	Alexandra S. Kelly	Liner LLP	Jan. 2016	Dec. 2017	2	NYC Chapter
Co-Chair	Genevieve Weiner	Gibson, Dunn & Crutcher LLP	Jan. 2016	Dec. 2017	3	Member at Large
Secretary	Jessica Bagdanov	Brutzkus Gubner Rozansky Seror Weber LLP	Jan. 2015	Dec. 2016	2	n/a
Treasurer	Sabina Jacobs Margot	Gibson, Dunn & Crutcher LLP	Jan. 2016	Dec. 2017	1	n/a
Events Chair	Jessica Vogel	SulmeyerKupetz LLP	Jan. 2015	Dec. 2016	1	n/a
Communications Chair	Kyra Andrassy	Smiley Wang-Ekvall LLP	Jan. 2016	Dec. 2017	1	n/a
Membership & Sponsorship Chair	Linda Lee	CBIZ Valuation Group	Jan. 2017	Dec. 2018	3	n/a
Young Professional Chair	Cathy Ta	Best Best & Krieger LLP	Jan. 2016	Dec. 2017	1	n/a

IWIRC SoCal Network

EVENTS – 2016

IWIRC So Cal - Events - 2016

Date of Event	Type of Event	Regional Event (one time or repeat)	Co-Host	Open to Non-Members	Intended to Recruit New Members	Event	No. of Persons	Members (if known)	Non-Members (if known)
2/25/2016	social	no	n/a	yes	yes	**Fred Segal/RonRobinson Shopping** Venue/Food/Drink: $873.05 Gift Cards ($50): $1,450	28	22	6
5/4/2016	education	one time	TMA	yes	yes	**IWIRC/TMA NOW Screening of "Miss Representation" film**	35		
6/14/2016	education	no	n/a	yes	yes	**Color Accounting class**	35		
9/29/2016	education	no	n/a	yes	yes	**Mindfulness Meditation Class**	16	13	3
10/11/2016	social	repeat	IEBF	yes	yes	**IWIRC/IEBF Social at Riverside Art Museum**	26	13	13
11/14/2016	social	no	n/a	yes	yes	**Cooking Class at Hip Cooks**	24	15	9
12/6/2016	social	repeat	LABF	yes	no	**LABF Holiday Party (co-host)**	n/a		

IWIRC SoCal Network

SPONSORS – 2016

SoCal IWIRC
Annual Sponsorships
January through December 2016

Type	Date	Name	Memo	Amount
Income				
Annual Sponsorships				
Invoice	03/01/16	Gibson, Dunn & Crutcher LLP	Annual Sponsorship 2016	1,000.00
Invoice	03/01/16	SulmeyerKupetz	Annual Sponsorship 2016	500.00
Invoice	03/01/16	Liner LP	Annual Sponsorship 2016	1,000.00
Invoice	03/29/16	Credit Management Associat...	Annual Sponsorship 2016	500.00
Total Annual Sponsorships				3,000.00
Total Income				3,000.00
Expense				
Net Income				3,000.00

IWIRC SoCal Network

FINANCIAL STATEMENT – 2016

SoCal IWIRC
Income Statement
January through December 2016

Type	Date	Name	Memo	Amount
Income				
Events				
Holiday Cooking Event				
Check	10/20/16	Hipcooks	Hipcooks - 24 attendees	-2,000.00
Deposit	11/22/16	Eventbrite	Deposit	1,577.94
Total Holiday Cooking Event				-422.06
LABF Joint Holiday Party				
Check	10/20/16	Los Angeles Bankruptcy Forum	LABF Joint Holiday Party & J. Donovan Tribute	-300.00
Total LABF Joint Holiday Party				-300.00
IEBF Social Hour				
Deposit	09/29/16	IEBF	IEBF Sponsorship	200.00
Deposit	10/16/16	Eventbrite	Registrations - 25 attendees	628.51
Check	10/20/16	Cathy Ta	Reimbursement for IEBF Event	-610.23
Deposit	10/24/16	Lynda Bui	Registration - 1 more attendee	21.49
Total IEBF Social Hour				239.77
Mindfulness Meditation				
Check	09/15/16	The Den Meditation	Payment 1 of 2	-250.00
Check	09/29/16	The Den Meditation	Payment 2 of 2	-250.00
Deposit	10/05/16	Eventbrite	Registrations - 16 attendees	569.98
Total Mindfulness Meditation				69.98
Miss Representation Movie				
Bill	04/05/16	The Representation Project	Movie License Fee	-360.00
Invoice	05/01/16	TMA NOW	TMA Co-Host Expense Reimbursement	180.00
Deposit	05/10/16	Eventbrite	Registrations - Donation to Representation Project	296.10
Deposit	05/12/16	Lovee Sarenas	Registration - Donation to Representation Project	10.00
Bill	05/12/16	The Representation Project	Donation of ticket sales	-300.00
Total Miss Representation Movie				-173.90
RonRobinson Shopping Event				
Bill	02/25/16	Fred Segal / RonRobinson	Ron Robinson Gift Cards ($50)	-1,450.00
Bill	02/25/16	Fred Segal / RonRobinson	Mauro Cafe - food/drinks	-873.05
Deposit	03/28/16	Eventbrite	Registrations	1,748.74
Deposit	05/12/16	Jessica Vogel	Registration	75.00
Total RonRobinson Shopping Event				-499.31

SoCal IWIRC
Income Statement
January through December 2016

Type	Date	Name	Memo	Amount
Total Events				-1,085.52
Membership Dues - IWIRC $50 pp				
Deposit	07/01/16	IWIRC	Deposit	700.00
Deposit	12/23/16	IWIRC	Deposit	700.00
Total Membership Dues - IWIRC $50 pp				1,400.00
Annual Sponsorships				
Invoice	03/01/16	Gibson, Dunn & Crutcher LLP	Annual Sponsorship 2016	1,000.00
Invoice	03/01/16	SulmeyerKupetz	Annual Sponsorship 2016	500.00
Invoice	03/01/16	Liner LP	Annual Sponsorship 2016	1,000.00
Invoice	03/29/16	Credit Management Association	Annual Sponsorship 2016	500.00
Total Annual Sponsorships				3,000.00
Total Income				3,314.48
Expense				
Bank Charges				
Check	04/05/16	Chase	Check order	31.50
Total Bank Charges				31.50
Board Meetings				
Bill	01/12/16	Blue Cow	2016 Board - first meeting	248.19
Bill	01/15/16	Roll It Up Sushi	2015/2016 Treasurer transition meeting	19.51
Total Board Meetings				267.70
Total Expense				299.20
Net Income				3,015.28

IWIRC SoCal Network

UPDATED RULES OF OPERATION – 2016

NETWORK RULES OF OPERATION
OF
THE SOCAL NETWORK
OF
THE INTERNATIONAL WOMEN'S INSOLVENCY AND RESTRUCTURING CONFEDERATION ("IWIRC")

ARTICLE I - NAME AND PURPOSES

Section 1.1 - *Name.* The name of the network shall be "IWIRC — SoCal Network" (the "Network").

Section 1.2 - *Network Postal Address.* The principal postal address of the Network shall be Gibson, Dunn & Crutcher LLP, 333 South Grand Avenue, Los Angeles, CA 90071 (Attn: Genevieve Weiner, Co-Chair). The Network may establish other postal addresses as the Network Board of Directors may designate or as the affairs of the Network may require from time to time.

Section 1.3 - *Goals and Purposes.* The Network shall be organized for all purposes permitted for an association of a non-profit entity (IWIRC) exempt from federal taxation under Section 501(c)(6) of the U.S. Internal Revenue Code of 1986, as amended, or the applicable similar law of any other country or political jurisdiction where the network is formed and located. The goals and purposes of the Network shall be to:

A. develop a network of professionals and businesspersons in the Southern California region;

B. promote women in restructuring-related professions;

C. afford professional, social and educational opportunities for members, including networking and business development;

D. enable IWIRC members to share interests, experiences, expertise, and business opportunities with one another;

E. facilitate regional links among other IWIRC networks and between IWIRC members;

F. promote members' ascension to positions of influence within existing restructuring-related organizations, within their professional institutions, and with opinion leaders; and

G. promote public awareness of issues relating to women in the insolvency and restructuring businesses and industries, including, but not limited to: i) the status of women in these professions; ii) the effective participation of women in the business of insolvency and restructuring and in all restructuring-related business

and professional organizations; and iii) the mentoring of women in the insolvency and restructuring professions.

Section 1.4 - *International IWIRC Network Rules.* The Network shall comply in all respects with the Network Rules of Operation established by IWIRC, as amended from time to time.

Section 1.5 - *Relationship to IWIRC.* An IWIRC Network is a local chapter of IWIRC. The Network shall promote and advance the purposes set forth herein and aid in the advancement of the mission of IWIRC, as expressed in its By-laws, within an exclusive territory registered with and assigned by it. No activity of the Network shall directly or indirectly nullify or contravene any expressed policy or any act of IWIRC. In the event a network votes to dissolve in the manner set forth in Section 12.1, herein, and thereby ceases to be a network of IWIRC, such group shall forever discontinue the use of the name IWIRC, its logo, and its intellectual property.

ARTICLE II - DEFINITIONS

Section 2.1 - *Annual Meeting.* The term Annual Meeting shall be the annual meeting of the Network as set forth in Section 5.2 below.

Section 2.2 - *Board of Directors.* The term Board of Directors shall mean the Board of Directors of the Network.

Section 2.3 - *Director(s).* The term Director(s) shall mean any member of the Board of Directors of the Network.

Section 2.4 - *IWIRC or IWIRC International.* The term IWIRC or IWIRC International shall mean the International Women's Insolvency & Restructuring Confederation as organized under the laws of the State of New York on May 13, 1994 and approved by the IRS as a Section 501(c)(6) organization on June 19, 1998. All U.S.-based Networks are covered under IWIRC's Group Exemption Code for non-profit status.

Section 2.5 - *IWIRC Board of Directors.* The term IWIRC Board of Directors shall mean the Board of Directors selected by the membership of IWIRC to be its Board of Directors as set forth in IWIRC's By-laws, dated as of May 13, 1994, as amended.

Section 2.6 - *Members.* The term Members shall mean the members of IWIRC who are fully paid members. Each Member will be determined automatically to be a member of the Network in his or her applicable city, state, region or country, or may select any such other Network as his or her primary Network.

Section 2.7 - *Officer(s).* The term Officer(s) shall mean any Member of the Network that is serving as either the Co-Chair, Secretary, Treasurer, Events Chair, Young Professionals Chair, Communications Chair, Membership Chair, and the Member at Large.

Section 2.8 - *Primary Affiliated Member.* The term Primary Affiliated Member shall mean each Member who selected the Network as their primary affiliation within IWIRC or was so assigned by virtue of applicable geography.

ARTICLE III - MEMBERSHIP

Section 3.1 - *Network Membership.* Membership in the Network shall be open to any person that is actively involved in insolvency and restructuring industries and subscribes to the purposes set forth in Article I of these Rules of Operation and the By-laws of IWIRC International. Qualifications for membership in the Network shall not be in addition to or vary from those of IWIRC International. All Network members must be members of IWIRC International.

Section 3.2 - *Network Affiliation.* The Network's members shall be comprised of those individuals who have selected it as their primary network in their IWIRC membership application, and who remain members in good standing of IWIRC. In the event a Network member relocates to another geographic area where there is another IWIRC Network, such member should notify the executive director of IWIRC International so that the member's change in Network affiliation change can be made.

Section 3.3 - *Additional Network Affiliation.* Members may be affiliated with more than one Network for purposes of receiving the secondary Network's e-mail notices, event invitations and other information distributed by the Network, and may be listed as a secondary member of the Network. Such secondary affiliations do not include the right to vote on secondary Network matters nor will the secondary Network(s) receive any dues rebate from IWIRC.

Section 3.4 - *Network Governance.* The Network's Board of Directors shall have authority to operate the Network within a structure sanctioned by the members. All such structures must be in accordance with the By-laws of IWIRC.

ARTICLE IV - DUES

Section 4.1 - *Dues.* Every Member of the Network shall pay to IWIRC the fixed annual dues and any other assessments as determined from time to time by the IWIRC Board of Directors. The Network will not require, levy or collect annual dues or assessments to be paid to it by its membership in addition to the membership fee paid to IWIRC. Payment of membership dues to IWIRC entitles the member to affiliate with the Network of his or her choice. Affiliation with additional Networks is allowed for the purpose of receiving e-mail and other notices as set forth in Article III, Sec. 3.3 above.

Section 4.2 - *Failure to Pay IWIRC Dues.* Failure to pay dues to IWIRC within sixty (60) days of the billing date shall result in termination of membership in both IWIRC and the Network. Membership in both IWIRC and the Network can be reinstated when all financial obligations have been paid in full to IWIRC.

ARTICLE V - POWERS AND DUTIES OF MEMBERS

Section 5.1 - *Powers.* Network Members who have chosen the Network as their primary affiliation shall have the power to (1) elect the members of the Network Board of Directors; (2) elect the Officers of the Network, and (3) such other powers and rights as are vested in them by these Rules of Operation and the By-laws of IWIRC.

Section 5.2 - *Annual Meeting.* Each Network shall hold an Annual Meeting of the Network at least once a year, at such time and place as shall be determined by a majority vote of the Board of Directors of the Network. At the Annual Meeting, the Network will discuss and plan any upcoming events and any upcoming elections, certify prior election results and discuss or decide other matters necessary to carry on the goal and mission of the Network.

Section 5.3 - *Special Meetings.* Special Meetings of the Network may be held at any time when called by a Network Co-Chair. Special Meetings of the Network may be called by the Secretary of the Network upon written application of at least five Primary Affiliated Members.

Section 5.4 - *Place of Meetings.* All meetings of the Network shall be held at such place within the location of the Network as shall be determined by the Network Board of Directors.

Section 5.5 - *Notice of Meetings.* Notice of the time and place of each meeting of the Network shall state the purpose of the meeting and shall be given by the Network to each Primary Affiliated Member by mail or e-mail at least fifteen (15) days before the meeting addressed to the member's last known place of business, or if delivered by e-mail, to the member's last known e-mail address. Whenever notice of a meeting is required, such notice need not be given to any member if a written waiver of notice, executed by the member before or after the meeting, is filed with the records of the meeting or to any member who attends the meeting without protesting the lack of notice prior thereto or at the commencement thereof.

Section 5.6 - *Quorum.* At any meeting of the Network, a majority of the Primary Affiliated Members present (or by proxy or otherwise duly represented) and entitled to vote on any action proposed at the meeting shall constitute a quorum.

Section 5.7 - *Action by Vote.* Each Primary Affiliated Member in good standing at the time of the vote is entitled to vote, and shall have one vote pursuant to e-mail voting for each item put to vote by the Primary Affiliated Members. A majority of the votes properly cast by Primary Affiliated Members shall decide any question, including election to any office, unless otherwise provided by law.

Section 5.8 - *Action by Writing.* Any action required or permitted to be taken at any meeting of the Members may be taken without a meeting if all Primary Affiliated Members entitled to vote on the matter consent to the action in writing, including consent by e-mail, and the written consents are filed with the records and minutes of the Network. Such consents shall be treated for all purposes as a vote at a meeting.

Section 5.9 - *Proxies.* Primary Affiliated Members may vote either in person or by written proxy dated not more than seven (7) days before the applicable meeting, which proxies shall be filed before being voted with the Secretary of the Network or such other person responsible for recording the proceedings of the meeting. Unless otherwise specifically limited by their terms, such proxies shall entitle the holders thereof to vote at any adjournment of the meeting, but the proxy shall terminate after the final adjournment of such meeting for which the proxy is applicable.

ARTICLE VI - OFFICERS

Section 6.1 - *Enumeration.* The Officers of the Network shall be the two Co-Chairs, the Secretary, the Treasurer, the Events Chair, the Young-Professionals Chair, the Communications Chair, the Membership Chair, and the Member At Large. The Board of Directors of the Network shall include, in addition to the Officers listed above, any other persons so determined by the Network to be appropriate, as set forth in Section 7.2, below. As all Members of the Network must be members of IWIRC, all Officers of the Network must be Members of IWIRC. For the sake of continuity, every Officer's term of office shall be for two years.

Section 6.2 - *Powers and Duties.* The Network Officers shall have the power to and perform the duties customarily belonging to their respective offices, including the powers and duties listed below:

A. *Co-Chairs.*

The Co-Chairs shall be responsible to the Board of Directors of the Network for the administration of the Network's affairs. The Co-Chairs shall be responsible for signing, on behalf of the Network, all agreements, and other formal instruments. In addition the Co-Chairs shall have the responsibilities of the office including:

1) Presiding at all meetings of the Network and the Board of Directors of the Network;

2) Serving as an ex-officio member of any committees except for the Nomination Committee;

3) Review checks prepared and signed by the Treasurer;

4) Reviewing the Network's Annual Report compiled by the Secretary;

5) Taking such other actions as are necessary and proper to implement the purposes of the Network and ensuring the Network is holding events and issuing communications in accordance with the guidelines established by IWIRC International; and

6) Attending the Annual Leadership Summit on behalf of the Network, or in the event that one of the Co-Chairs cannot attend the Annual Leadership Summit, designating such other appropriate Officer or Director who will attend the Annual Leadership Summit on behalf of the Network.

B. *Membership Chair.*

The Membership Chair will be responsible for recruiting Members and further developing the membership of the Network. This responsibility includes serving as the primary liaison between the IWIRC Board and the Network with respect to member recruitment and retention, and other duties as deemed appropriate. In addition, the Membership Chair shall:

1) Maintain and update, on at least a quarterly basis, the membership and mailing lists of the Network;

2) Coordinate with the Events Chair with respect to the creation of invitations for the Network's events;

3) Transmit invitations to Network events to membership and to persons on the Network's mailing list;

4) Contact expired or expiring Primary Affiliated Members about renewal of membership; and

5) Develop methods and ideas for increasing membership of the Network.

C. *Secretary.*

The Secretary shall keep records of all meetings of the Board of Directors and of the Network, and make a report thereon; issue calls and notices of Special Meetings of the Board of Directors and the Network; and perform such duties as may be delegated or assigned to her by the Co-Chairs or the Board of Directors. In addition the Secretary shall:

1) Coordinate with Event Chair and provide nametags for Network events;

2) Be responsible for providing someone to check in attendees at all event;

3) Coordinate with the Co-Chairs to compile the Network's Annual Report and submit the Annual Report to IWIRC International by March 15th or the next business day if it falls on a weekend or Federal Holiday.

D. *Treasurer.*

The Treasurer shall be in charge of all funds of any type. She shall render to the Board of Directors at the Annual Meeting, and whenever else it so requests, an accurate account of all sums received and disbursed during the preceding fiscal year and of all sums and funds which are not expended. In addition, the Treasurer shall:

1) Approve payment of all verified bills;

2) Maintain an itemized record in a permanent file of all receipts and expenditures and provide a written report of the same at each regular meeting of the Board of Directors.

3) Provide an annual report of receipts and expenditures, and an annual budget once per year;

4) Comply with the duties and obligations assigned by IWIRC;

5) Establish and maintain a fiduciary bank account in the name of the Network or for the benefit of the Network at an appropriate financial institution as shall be decided upon by the Board of Directors; and

6) Sign all checks on behalf of the Network.

E. *Events Chair.*

The Events Chair shall be responsible for planning and implementation of all of the Network's events and obtaining sponsors for such events. In addition, the Events Chair shall:

1) Research potential events and communicate with Primary Affiliated Members regarding event preferences;

2) Chair a three-person events committee to coordinate event details and recruit financial sponsors within the Network's geography;

3) Present event options to the Board of Directors for selection;

4) Coordinate with Membership Chair for creation and distribution of event invitations to individuals on the Network's mailing list; and

5) Coordinate with the Communications Chair for publication of event information.

F. *The Young Professionals' Events Chairs.*

The Young Professionals' Events Chair shall be responsible for planning and implementation of all of the Network's events targeting young professionals and obtaining sponsors for such events. In addition, the Young Professionals' Events Chair shall:

1) Research potential events and communicate with Primary Affiliated Members regarding young professional event preferences;

2) Present young professionals' event options to the Board of Directors for selection;

3) Coordinate with Membership Chair for creation and distribution of young professionals' event invitations to individuals on the Network's mailing list; and

4) Coordinate with the Communications Chair for publication of young professionals' information.

G. *Communications Chair.*

The Communications Chair shall be responsible for communicating with the Members regarding Network events and updates. In addition, the Communications Chair shall:

1) Maintain and update the Network's webpage on the IWIRC International website with information about events and member developments;

2) Develop and circulate a quarterly newsletter; and

3) Provide information to IWIRC International so that the administrator of the IWIRC Website can insure that the Network web page on the IWIRC website contains current and accurate information.

H. *Member At Large.*

The Member At Larger shall act in an advisory capacity to the Board and perform such duties as may be delegated or assigned to her by the Co-Chairs or the Board of Directors.

Section 6.3 - *Election and Term.* Officers shall be elected by a majority vote of the Primary Affiliated Members at the Annual Meeting of Network Members. Each Officer shall hold office for two years, or until her successor is elected and qualified or until she sooner resigns or is removed from office. Officers, with the exception of the Co-Chairs, may hold up to three (3) successive terms of office in a specific capacity. The Co-Chairs may only hold up to two (2) successive terms of office in that capacity.

Section 6.4 - *Resignation.* Any Officer may resign at any time by giving written notice of such resignation to the Board of Directors of the Network. Such resignation shall be effective at the time specified therein, or if no time is specified, upon receipt by the Board of Directors.

Section 6.5 - *Removal.* An Officer may be removed or suspended for cause by an affirmative vote of a majority of the Board of Directors then in office at a regularly scheduled Board of Directors' meeting or at a special meeting called for that purpose, provided that such officer is given at least thirty (30) days' notice of the proposed removal and the reasons therefore, and an opportunity to be heard at the meeting, and that notice of the proposed removal is given in the notice of meeting. In the absence of good cause shown, failure regularly to attend Board of Directors' meetings or failure to carry out the functions of the office shall constitute cause for removal. Except as excused for good cause shown, five (5) absences from regular Board of Directors' meetings during any one term shall constitute failure to regularly attend Board of Directors' meetings.

Section 6.6 - *Vacancies.* The Board of Directors shall elect a successor if the offices of the Co-Chair, Secretary, Treasurer, or Events Chair become vacant and may elect a successor if any other office becomes vacant. Each such successor shall hold office for the unexpired term and in the case of the Co-Chair, Secretary, Treasurer, or Events Chair, until her successor is chosen and qualified, or in each case until she sooner dies, resigns, or is removed from office.

Section 6.7 - *Annual Leadership Summit.* Each year IWIRC conducts a leadership summit for its Officers, Directors and Network Chairs. Each Network is required to send at least one officer or director to the summit.

ARTICLE VII - BOARD OF DIRECTORS

Section 7.1 - *General Powers.* The business and affairs of the Network shall be managed by its Board of Directors.

Section 7.2 - *Number and Election.* The Network Board of Directors shall consist of the Officers of the Network and the Chairs of each of any committees created by the Board. At any meeting, the Board of Directors may increase the number of Directors as it deems appropriate. The Board of Directors of the Network shall make an affirmative effort to ensure that the composition of the Board of Directors of the Network is representative of the membership in the proportion of attorney and non-attorney Directors. As all Members of the Network must be members of IWIRC, all members of the Board of Directors of the Network must be Members of IWIRC.

Section 7.3 - *Tenure.* Each elected Director shall hold office for a term of two years or until she dies, resigns or is removed. It is expected that members of the Board of Directors shall not serve for more than six (6) years.

Section 7.4 - *Resignation.* Any Director may resign at any time by giving written notice of such resignation to the Board of Directors. Such resignation shall be effective at the time specified therein, or if no time is specified, upon receipt by the Board of Directors.

Section 7.5 - *Removal.* A Director may be removed or suspended for good cause by an affirmative vote of a majority of the Board of Directors then in office at a regularly scheduled Board of Directors' meeting or at a special meeting called for that purpose, provided that such Director is given at least thirty (30) days' notice of the proposed removal and the reason therefore, and an opportunity to be heard at the meeting, and that notice of the proposed removal is given in the notice of meeting. In the absence of good cause shown, failure regularly to attend Board of Directors' meetings shall constitute cause for removal. Except as excused for good cause shown, ten (10) absences from regular Board of Directors' meetings during any one term shall constitute failure to regularly attend Board of Directors' meetings.

Section 7.6 - *Vacancies.* Any vacancy on the Board of Directors, including a vacancy resulting from the enlargement of the Board of Directors, may only be filled by a majority vote of the Primary Affiliated Members. Despite the existence of one or more vacancies in their number, the Board of Directors shall have and may exercise all their powers and that vacancy shall reduce the number needed for a quorum.

Section 7.7 - *Committees.* The Directors may, by a vote of a majority of the Directors then in office, establish one or more committees and delegate to any such committee or committees such powers as are necessary for the committee to carry out its functions, except those which by law or by the By-laws of IWIRC they are prohibited from delegating. Examples of committees include: events committee, membership committee,

public relations/communications committee, community service committee, newsletter committee, and website committee. The Chair of any committee will be a member of the Board of Directors to the extent such chair is not already an Officer. The Chair of a committee, with the approval of the Board of Directors, may appoint the members of any committee, and such members shall so serve at the pleasure of the Board of Directors.

Section 7.8 - *Annual Meeting and Regular Meetings.* The Board of Directors shall meet regularly, but in no event less than once a year. Meetings of the Board of Directors shall be held at such time and place as determined by the Board of Directors. At least one meeting a year must be held in person; other meetings may be held telephonically.

Section 7.9 - *Special Meetings.* Special Meetings of the Board of Directors may be held at any time when called by the Co-Chairs. Special Meetings of the Board of Directors shall be called by the Secretary upon written application of at least three (3) Members of the Board of Directors.

Section 7.10 - *Notice of Meetings.* Notice of the time and place of each meeting of the Board of Directors shall be given to each Director by mail, or e-mail address, at least fifteen (15) days before the meeting. Such notice shall be addressed to the Director at her usual or last known business mailing or e-mail address. If notice is given via e-mail, confirmation of said notice shall be retained by the Secretary. Whenever notice of a meeting is required, such notice need not be given to any Director if a written waiver of notice, executed by her before or after the meeting is filed with the records of the meeting, or to any Director who attends the meeting without notice and without protesting prior thereto or at its commencement the lack of notice to her. Neither such notice nor waiver of notice need specify the purposes of the meeting, unless otherwise required by law.

Section 7.11 - *Quorum.* At any meeting of the Board of Directors, a majority of the Board of Directors then in office shall constitute a quorum.

Section 7.12 - *Action by Vote.* When a quorum is present at any meeting, a majority of the members of the Board of Directors present and voting shall decide any question, unless otherwise provided by law or by the By-laws of IWIRC.

Section 7.13 - *Action by Writing.* Any action required, or permitted to be taken, at any meeting of the Board of Directors may be taken without a meeting if all the members of the Board of Directors consent to the action in writing and the written consents are filed with the records of the meetings of the Board of Directors. Such consents shall be treated for all purposes as a vote at a meeting.

Section 7.14 - *Presence Through Communication Equipment.* Unless otherwise provided by law, members of the Board of Directors may participate in a meeting of the Board of Directors by means of a telephone conference or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time, and participation by such means shall constitute presence in person at a meeting. A conference among members of the Board of Directors by telephone or similar communications equipment by means of which all persons participating in the conference can hear each other at the same time may constitute a meeting of the Board of Directors if

the same notice is given of the conference as would be required for a meeting, and if the number participating in the conference would be sufficient to constitute a quorum at a meeting.

ARTICLE VIII - NOMINATING COMMITTEE/ELECTION OF OFFICERS AND DIRECTORS

Section 8.1 - *Composition.* The Co-Chairs shall appoint a Nominating Committee within three (3) months of the Annual Meeting of the Board of Directors. The Nominating Committee shall consist of at least three members of the Board of Directors, one of whom should be an outgoing member who is not running for office in the subsequent term.

Section 8.2 - *Duties.* The Nominating Committee shall present nominations for the Officer positions listed in Article V and for Director positions on the Board of Directors to the Board of Directs based on nominations received by Primary Affiliated Members. Members of the Nominating Committee may be nominated for office. The Nominating Committee shall (i) solicit nominations for Board of Director positions from Members by transmitting to each member a notice of vacancy in both Board of Directors and Officer positions; (ii) obtain a written summary of the qualifications of each potential nominee; (iii) prepare a slate of one or more names for each vacant office; and (iv) consider as part of the selection process, the Network's goal of diversity in geography (if applicable), practice area (e.g. attorneys and non-attorneys), ethnicity and life experience. The Nominating Committee will also consider in its deliberations, petitions received for an Officer or Board of Directors' position, when such petition is signed by five or more Primary Affiliated Members and forwarded to the Nominating Committee no later than four (4) weeks prior to the Annual Meeting. All Officers and Directors must be Members of IWIRC in good standing and must consent to their nomination.

Section 8.3 - *Elections.* Elections for open Officer and Director positions shall occur once a year, as applicable to the positions that are open for election during the following year. After the Nominating Committee has presented the slate to the Board of Directors of the Network, and the Board has approved the Ballot, the Ballot will be submitted to all Members of the Network. Only Members of the Network who are primarily affiliated with the Network may vote. Ballots shall be required to be returned to the Nominating Committee in sufficient time for newly elected Officers and Directors to assume their positions at the next Annual Meeting.

ARTICLE IX - NOTICE

Section 9.1 - *General.* Any notice required by these guidelines shall be deemed given as appropriate if by e-mail or regular mail so long as it has not been returned as having insufficient address (in whatever language this is noted). Said "return" of the notice shall place an affirmative obligation on the Membership Chair to make a reasonable attempt to find a better address to serve the notice or, if notice was given by e-mail, to then serve a "hard copy" of the notice by 1st Class Mail at the last known address.

ARTICLE X - COMPENSATION; PERSONAL LIABILITY; DISCLOSURE OF INTEREST

Section 10.1 - *Compensation.* No Officer or Director shall receive any compensation for serving in such capacity. Members and Directors of the Board of Directors shall not be precluded from serving the Network in any other capacity and receiving compensation for any such services.

Section 10.2 - *No Personal Liability.* Unless otherwise provided by applicable law, the Members, Officers, and Directors of the Network shall not be personally liable for any debt, liability, or obligation of the Network. All persons, corporations or other entities extending credit to, contracting with, or having any claim against, the Network, may look only to the funds and property of the Network for the payment of any such contract or claim, of for the payment of any debt, damages, judgment, or decree, or of any money that may otherwise become due or payable to them for the Network.

Section 10.3 - *Disclosure of Interest.* No Members, Director, or Officer of the Network shall have any personal financial interest, direct or indirect, in any contract relating to the business conducted by the Network, or the furnishing of supplies to the Network, unless authorized by a concurring vote of two-thirds of the disinterested members of the Board of Directors, even though the disinterested members of the Board of Directors be less than a quorum, and provided that the material facts as to her interest in such transaction are disclosed or are known to the Board of Directors.

Section 10.4 - *Insurance.* IWIRC International maintains D&O insurance which covers the members of the International Board. IWIRC International has procured, effective January 1, 2012, liability insurance which covers the International Board and the U.S. networks. IWIRC International recommends that individual network boards of non-U.S. networks review coverage options as applicable or necessary for their jurisdiction(s). As further protection, IWIRC International recommends that a standard waiver (which can be found on the website) be used for all events as part of registration.

If insurance is procured by a network on its own behalf, suggested minimum insurance includes:

- $1,000,000/$2,000,000 General Liability Insurance; to include hired and non-owned auto coverage.
- $1,000,000 Directors -& Officers Liability insurance; protects the Board of Directors, should they be named in a suit;
- Umbrella coverage if the network feels more comfortable with higher liability limits

ARTICLE XI - INDEMNIFICATION

Section 11.1 - *General.* The Network shall, to the extent legally permissible, indemnify each of its present and former Officers, Directors, and agents against all expenses and liabilities

which said persons have reasonably incurred in connection with or arising out of any action or threatened action, suit or proceeding in which said person may be involved by reason of being or having been an officer, director, employee, or agent of the Network, such expenses and liabilities to include, but not limited to, judgments, court costs and attorneys' fees and the cost of reasonable settlements, provided no such indemnification shall be made in relation to matters as to which such persons shall be finally adjudged in any such action, suit or proceeding not to have acted in good faith in the reasonable belief that her action was in the best interests of the Network. The Network may reimburse said person for expenses incurred in defending a civil or criminal action or proceeding after conclusion of the action or proceeding and only to the extent that there are funds available to pay said costs and expenses. The Network shall have no obligation to reimburse any costs and expenses, and any criminal penalties, to the extent an Officer, Director, or agent has been determined to be criminally liable by a court of competent jurisdiction. In the event that a settlement or compromise of such action, suit, or proceeding is effected, indemnification may be had, but only if the Board of Directors shall have been furnished with an opinion of counsel for the Network to the effect that such settlement or compromise is in the best interest of the Network, and if the Board of Directors (not including the vote of any person seeking indemnification hereunder) shall have adopted a resolution approving such settlement or compromise.

The foregoing right of indemnification shall not be exclusive of other rights to which any Director, Officer, or Member may be entitled as a matter of law.

ARTICLE XII - DISSOLUTION

Section 12.1 - *General.* The Network may, subject to applicable provisions of law, be dissolved by either (i) the affirmative vote of a majority of the Members voting, or (ii) at the discretion of the Board of Directors of IWIRC International, for the Network's non-compliance with its charter, these Rules of Operation, and the By-laws of IWIRC. If a network is dissolved in accordance with this Section 12.1(i), then upon such vote, notice by the Network to IWIRC must be provided immediately after such a vote for dissolution. A petition for dissolution may be filed by the Network in the appropriate state or national court, applying for the authority to dissolve the Network and to distribute its funds. On liquidation or dissolution of the Network, all properties and assets remaining, after providing for all debts and obligations, shall revert to IWIRC International or be distributed as otherwise required in accordance with the applicable law of the country or political jurisdiction where the Network was located, as determined by the Board of Directors or a court with jurisdiction over the dissolution.

ARTICLE XIII - MISCELLANEOUS

Section 13.1 - *Fiscal Year.* The fiscal year of the Network shall begin on January 1st of each calendar year and end on December 31st of such year.

Section 13.2 - *Receipt and Disbursement of Funds.* Funds of the Network shall be deposited in such bank accounts as established by the Board of Directors. In addition to the Treasurer, the Board of Directors may designate such other Officers to receive and disburse all monies due and payable to the Network from any source whatsoever, to endorse for

deposit checks, drafts, notes, or other negotiable instruments, and to give full discharges and receipts therefore.

Section 13.3 - *Compliance with Charter.* The Network, its Officers, Directors and Members will comply with the language of the Charter as submitted to the IWIRC organization on May 11, 2004 and adhere to the duties and obligations set forth by IWIRC regarding the conduct of the Network.

Section 13.4 - *Use of IWIRC Logo.* The IWIRC logo may be used by networks using the IWIRC Brand Identity and Usage Guidelines which can be found on the website and in the IWIRC handbook. The Logo may not be modified in any way.

ARTICLE XIV - AMENDMENTS

Section 14.1 - *General.* These Rules of Operation may be amended at any Meeting of the Members by a two-thirds majority vote of the Primary Affiliated Members present and voting, provided that the proposed amendments have received prior approval by a two-thirds majority vote of the Board of Directors, and further provided that notice describing the proposed amendments has been given in writing or by e-mail to all members at least thirty (30) days in advance of meeting at which the vote will be taken. Any such amendments are not effective until such amendments have been reviewed and approved by the Executive Board of IWIRC International. Amendments shall be effective immediately upon adoption if already approved by the Executive Board of IWIRC International.

Submitted to IWIRC International this 4th day of February 2016.

By: _____
Kyra Andrassy, Communications Chair and
Acting Secretary, IWIRC – SoCal Network

Approved:

IWIRC International

By: _____
(Name)
Its_____