

# **BY-LAWS OF FUNERAL CONSUMERS ALLIANCE OF LOS ANGELES**

## **ARTICLE I**

### **Nature, Purpose, Character & Limitations**

Section 1. Nature and Scope. The name of this organization is Funeral Consumers Alliance of Los Angeles, hereinafter referred to as the “Alliance.” As a nonprofit corporation serving the residents of Los Angeles County, California, the Alliance maintains a postal address, as well as an internet presence that includes contact information. The Alliance may also establish and maintain a physical office location.

Section 2. Purpose. The purpose of the Alliance is to assist members in achieving dignity and simplicity in end-of-life preparations and arrangements for death services. Our mission is to educate, advise and support members and their families, and also the general public, in matters concerning their consumer rights, as well as to provide information about options for mortuary, funeral, cremation, burial and related services.

Section 3. Character and Limitations. The Alliance is a California nonprofit corporation registered with the United States Internal Revenue Service under Section 501(c)(3) of the Internal Revenue Code. The Alliance shall engage only in activities permitted to this type of organization, and shall conform to all current and applicable laws of the State of California, as well as to current and applicable provisions of the Internal Revenue Code.

Section 4. Limited Liability. The Alliance assumes no legal or financial responsibility for the services of any funeral director, crematory or cemetery, or for the final disposition of bodily remains.

## **ARTICLE II**

### **Members**

Section 1. Affiliation. Any person who subscribes to the purposes and procedures of this Alliance may become a member of the Alliance by completing and submitting a membership form, and paying the current membership fee as set by the Board of Directors. The membership application form shall be available on the Alliance’s website, or it may be requested by mail. Membership is effective immediately upon receipt by the Alliance of a completed application and membership fee; there is no waiting period. All memberships shall be individual, and shall extend to the end of each member’s lifetime. No group or family memberships shall be issued; however, a member’s minor children, until they reach age 18, shall be included in that individual’s membership at no extra cost. The Board of Directors may waive the membership fee for any person determined to be unable to pay.

Section 2. Removal. Members may be removed from the membership roll for conduct contrary to the stated purposes and objectives of the Alliance, by a majority vote of the Board of Directors. Notice of the removal of any member from the membership roll shall be sent to that

person, either electronically or by postal mail, within ten days after the meeting at which such removal is voted. No person so removed shall be entitled to the return of any part of the membership fee.

Section 3. Resignation. Any member may request removal from the membership roll of the Alliance by delivering to the Alliance a written letter of resignation. No resigned member shall be entitled to the return of any part of the membership fee.

Section 4. Rights & Privileges. Members shall be notified of, and entitled to attend, all annual and special meetings, and to discuss and vote on issues brought before the membership. Members shall be entitled to all information and services provided by the Alliance.

### **ARTICLE III**

#### **Meetings of Members**

Section 1. Annual Meeting. The annual meeting of the Alliance shall be held each year at a time and place to be designated by the Board of Directors. The annual meeting may, at the Board's discretion, be an in-person meeting or a virtual meeting, or a combination of those two formats.

Section 2. Special Meetings. Special meetings of members may be called by the Board of Directors as they deem appropriate. Additionally, members may initiate a special meeting by submitting to the President or Secretary a petition signed by at least 20 members, stating the purpose for the proposed meeting. Such a special meeting shall be called not more than 40 days after receipt of the petition. The time, place and format of special meetings shall be specified by the Board of Directors.

Section 3. Notices. Notice of time, place and format of all annual or special meetings of members shall be posted on the Alliance's website, as well as sent to all members via email or SMS text message to their electronic addresses of record, or via written letter to their postal addresses as shown in the records of the Alliance, not more than 45 days nor less than 15 days before the time specified for any meeting. Such notice shall state all items of business to be acted upon at the meeting.

Section 4. Quorum. The voting members present at any meeting duly called and noticed shall constitute a quorum.

Section 5. Voting. Each member present at any meeting shall be entitled to one vote on any issue, question, resolution, or candidate submitted for a vote by the membership. There shall be no voting by proxy.

Section 6. Conduct of Meetings. Subject to the provisions of these by-laws, any question as to procedure arising at any annual or special meeting of Alliance members shall be resolved in accordance with the latest edition of Robert's Rules of Order.

## ARTICLE IV

### Board of Directors

Section 1. Number. The corporate powers, business, and affairs of the Alliance shall be exercised, conducted, and controlled by a Board of five to nine Directors, all of whom shall be members of the Alliance. The number of Directors may be changed by the members to any number not less than five, at any meeting the notice of which shall state that such change will be considered. Board members shall serve without pay. No Board member shall be a paid employee of the Alliance.

Section 2. Officers. The executive officers of the corporation shall be a President, a Vice President, a Secretary, and a Treasurer. These officers shall be elected annually by the Board of Directors and shall serve until their successors are elected and qualified. In the event of a vacancy in any such office, the Board of Directors shall elect a successor who shall hold office for the unexpired term and until a successor is elected. Subject to the control of the Board of Directors, the officers shall exercise all of the powers and authority normally delegated to their respective offices.

Section 3. Nominations. Prior to each annual meeting, the Board of Directors shall appoint a nominating committee to prepare a slate of candidates for the directorships to be voted upon at that meeting. Additional nominations of Directors may be made by members of the Alliance. Such nominations may be made in writing, either in print or by electronic message, and filed with the Secretary of the Alliance, at least 10 days prior to the annual meeting; the letter of nomination shall bear the endorsement of the candidate. Nominations may also be made at a membership meeting, provided that the person being nominated agrees at the time to serve if elected. Instructions regarding procedures for nominations shall be included in each annual meeting notice.

Section 4. Elections. Directors shall serve staggered two-year terms. Of the initial Board, three were elected to serve for a term of two years, and two were elected to serve for a term of three years. At the annual meeting in each even-numbered year beginning in 2022, the members shall elect three Directors to serve for a two-year term. At the annual meeting in each odd-numbered year beginning in 2023, the members shall elect two Directors to serve for a two-year term. A Director shall serve for no more than three consecutive terms. Any additional Board members will be added to the term group in force at the time of their election.

Section 5. Vacancies. When a vacancy occurs in the office of Director by reason of death, resignation, or otherwise, the office shall be filled by an appointee chosen by a majority of the remaining Directors. This appointee shall serve until either the next annual meeting or a special meeting called for the purpose of an election, at which time a Director shall be elected to serve the unexpired portion of the vacated term. A Director may resign at any time by submitting a letter of resignation in writing to the Board.

Section 6. Removals. Directors may be removed at any time by a majority vote of the Board of Directors, or by a majority vote of the membership at a membership meeting. The Directors then in office shall fill such vacancy by naming an appointee to hold office until the next annual or special meeting of the membership, or until a successor is duly elected. If a Director is removed

by vote of the membership, a successor Director may be elected by the members during the same meeting at which the previous Director is removed. No reduction of the authorized number of Directors shall have the effect of removing any Director(s) prior to the expiration of their term of office.

Section 7. Meetings. Immediately after the election of Directors at the annual meeting of members, the Directors shall meet for the purpose of organization, the election of officers, and the transaction of other business. Special Board meetings may be called at any time for any purpose and in any format by any Director. Notice of all meetings shall be given in writing so as to reach all Directors at least three days before such meeting, via email or SMS text message to their electronic addresses of record, or by postal mail to their postal addresses of record.

Section 8. Waiver of Notice. The transactions of any meeting of the Board of Directors, however called and noticed or however held, shall be as valid as though conducted at a meeting duly held after regular call and notice if a quorum be present, and, if, either before or after the meeting, each of the Directors not present signs a written waiver of notice, or a consent to holding such meetings, or an approval of the minutes thereof. All such waivers, consents, or approvals shall be filed with the corporate records or made part of the minutes of the meeting.

Section 9. Quorum. At all meetings of the Board of Directors a majority of the Directors shall constitute a quorum. The concurrence of a majority of a quorum shall be necessary and sufficient for any action of the Directors. Meetings may be adjourned from time to time regardless of whether a quorum is present.

Section 10. Financial Review. One month before the close of the fiscal year, the president shall appoint two members from the membership at large to review the financial records. If deemed necessary, an audit by a certified public accountant may be requested by a majority of the Board of Directors or by a petition signed by five members and delivered to the secretary one month before the close of the fiscal year, provided that the cost of such audit is approved by a majority of the Board of Directors. Such review or audit report shall be presented to the Board of Directors upon its completion, and the most recent such report shall be presented to the membership at the next annual meeting of the Alliance.

Section 11. Minutes of Board Meetings. All actions proposed or taken in a Board meeting shall be recorded in the minutes written by the Secretary. Those minutes shall also contain a record of the current balance(s) in the Alliance's bank account(s). If a financial review or audit report is presented to the Board the minutes shall specify who performed the report, and a copy of the report shall be appended to the minutes of that Board meeting.

## **ARTICLE V**

### **Amendments**

Section 1. The by-laws of this Alliance may be amended by the vote or written assent of a majority of the members entitled to vote, or by a majority of members present at any meeting of the members, provided that the text of the proposed amendment shall have been included with or attached to the notice of such meeting sent to all members at least 15 days before the date of such meeting as provided in Article III, Section 3 of these by-laws. A copy of the proposed

amendment may be provided in writing via postal mail to the member's postal address of record, as an attachment to an electronic notice sent to the member's email or other electronic address of record, or by referral in any notice to a copy of the amendment posted on the Alliance's website.

## **ARTICLE VI**

### **Dissolution**

Section 1. In the event of the Alliance's dissolution or permanent termination of operation, a mail list of remaining members and any assets being held after payment of all liabilities shall be turned over to Funeral Consumers Alliance, Inc., a 501(c)(3) corporation, or to another Funeral Consumers Alliance affiliate that has non-profit, tax-exempt [e.g., 501(c)(3) or 501(c)(4)] status with the IRS. No part of such distribution shall inure to the benefit of any member of the Funeral Consumers Alliance of Los Angeles.