

BYLAWS OF
FISHERMEN'S MARKETING ASSOCIATION,
INCORPORATED

ARTICLE I
Purpose

The purpose for which this association is formed are set forth in the 3rd Article of the Articles of Incorporation of the association.

ARTICLE II
Corporate Seal

The corporate seal shall consist of a circle having within its circumference the words "FISHERMEN'S MARKETING ASSOCIATION, INCORPORATED, State of California, September 2, 1952."

ARTICLE III
Membership

General Provisions

Section 1. The association is organized for the purposes of mutual help, without capital stock, and for the purpose of serving its members only and providing all of its facilities to them upon uniform rules and regulations to be prescribed by the board of directors of the association. The association's waiver of any provisions, conditions, covenants or requirements of these bylaws is not a waiver or breach of others, nor of a subsequent breach of the one waived.

Members - Who is Eligible

Section 2. Membership in this association shall be composed of individuals, associations, corporations, joint ventures or partnerships involved in trawl fishing or holding ownership in a vessel or vessels involved in trawling or holding ownership in a permit or permits or quota shares that authorize trawl fishing in the waters of the Pacific Ocean, its inlets and tributaries adjacent to the states of Washington, Oregon, and California. An active member in this association is one who is currently involved in trawl fishing or holds ownership in a vessel or vessels which are currently involved in trawl fishing. Those members currently not engaged in trawling are considered to be inactive and shall not have all rights entitled to active members in the association.

The board of directors reserves the right to refuse admission to the association of any individual.

Membership Agreement

Section 3. All members will sign a membership agreement in terms substantially similar to that made between this association and any of its other members, a copy of the membership agreement which is referred to is made a part of these bylaws as if set out in full and all members shall be bound by all the terms thereof or as amended by the directors from time to time.

Membership fee

Section 4. Every person shall pay to the association a membership fee of FIVE DOLLARS (\$5.00).

Membership Certificates

Section 5. This association shall issue a certificate of membership to each member who has paid his membership dues and who has signed his membership agreement in such form as may be provided by the board of directors, but said membership shall not nor shall said certificates thereof, be assigned by said member to any other person, nor shall a purchaser at execution sale, or any other person who may succeed by operation of law or otherwise to the property interests of a member be entitled to membership or to become a member of the association by virtue of such transfer.

Meetings of Members

Section 6. A. Special meetings. Meetings of the members may be held from time to time. Except where otherwise prescribed by law or elsewhere a special meeting of the members may be called by twenty percent (20%) of the board, or the president. The board of directors shall call a special meeting at any time when a petition signed by twenty percent (20%) of the active members of the association shall be presented by such members or their authorized representative to the board of directors or to an officer of the board of directors.

Special meetings may be called for the purpose of discussing market conditions and prices, holding elections, or transacting such business as may come before the meeting.

B. Informational meetings. Meetings of the members may be held to discuss one or more topics. The purpose of these meetings is to provide and acquire information. All decisions and motions as a result of these meetings are not binding and minutes of these meetings will not be entered into the association records.

Notice of Meetings

Section 7. A. A notice of each special meeting of the members shall be given stating the time and place of the meeting and the business to be transacted at the meeting. This notice shall be mailed to each member of the association at least ten (10) days prior to the time for holding such meeting.

B. No formal notice of informational meetings need be given.

Voting

Section 8. Each active member shall have one vote and one vote only and the voting power of each active member of the association shall be equal to the voting power of each and every other active member of the association. However, new members may not vote during the first seven days of their membership.

Obligation

Section 9. All members shall abide by all of the rules and regulations, resolutions, membership agreement and bylaws of the association with reference to the production, handling and marketing of their product.

Expense of maintaining organization

Section 10. All expense of maintaining the association, including among other things, rent, salaries, taxes, insurance, office and inspection expense, advertising, and the like, shall be met as far as possible from the membership fees, an annual dues set by the board of directors, or the sums of money (assessments) collected for fish and fish products sold through the association as provided in the membership agreement.

The board of directors of the association shall have the right and power to fix the rate of assessments to cover the foregoing expenses, said assessments to be made on the value of fish delivered and marketed through the association; provided, however, that in no instance shall the said board of directors set a rate in excess of 2% of the value of fish marketed. Said assessment may be collected directly by the association from any fish dealer to whom the member delivered fish or fish products. The decision of the board of directors as to the amount of such collection shall be final except that the same may be brought up for vote of the membership at any special meeting of such membership, and a majority vote of the members at such a meeting shall be sufficient to rescind the action of the directors.

Provision for penalties

Section 11. Any member who violates a rule or regulation set by the Board of Directors or these bylaws, shall be subject to such penalties as provided by membership agreement.

Representation of Entities

Section 12. Any member which is an association, corporation, joint venture or partnership shall be represented by an individual duly authorized by such entity in writing.

ARTICLE IV Board of Directors

Corporate power

Section 1. Subject to limitations of the Articles of Incorporation, these bylaws of the Fishermen's Marketing Association, and of the California General Corporation Law relating to action required to be approved by the members, the business and affairs of the corporation shall be managed and all corporate powers shall be exercised by or under the direction of the board.

Number of Directors

Section 2. The authorized number of directors shall be not less than 6 nor more than 11. The exact authorized number of directors, within the limits specified, shall be 8 until this sentence is altered, repealed, or amended as provided in Article XVIII.

Term of directors

Section 3. Each director's term of office, unless otherwise specified in these bylaws, shall be two (2) years or until a successor has been elected.

Qualifications

Section 4. Each director shall be a member of the association.

Elections

Section 5. All board members will be elected at-large by the membership. Nominations for directors may be made by petition, addressed to the secretary of the association, requesting him to place upon the ballot the name of the person so nominated. Such a petition nominating a ~~district~~ director shall be signed by at least one member. Members may nominate themselves. Names may also be placed in nomination from the floor at the meeting in which the election is held.

Elections shall be held annually at a time between January 15 and March 15. Prior to January 1 of each year, the board of directors shall fix the time and place of the election, and notice stating the time and place of said elections shall be mailed to each member of the association. Such notices shall be deposited in the post office with postage prepaid at least ten (10) days prior to the time for the holding of such election.

Directors so elected shall be installed and take office at the first scheduled in person meeting of the Board of Directors.

Vacancies

Section 6. Vacancies in the board of directors shall be filled by the other directors in office and such persons shall hold office until the election of a successor by the members.

Removal of Directors

Section 7. Any member may bring charges against a director by filling them in writing with the secretary of the association, together with a petition signed by five (5%) of the active members, requesting the removal of the director in question. The removal shall be voted upon by members at the next special meeting of the association. The association may remove the director and fill the vacancy. The director against whom the charges have been brought shall be informed in writing of the charges prior to the meeting and shall have an opportunity at the meeting to be heard in person or by counsel and to present witnesses; and the person or persons bringing the charges against him shall have the same opportunity. Any director who ceases to be a member or who violates any contract with this association in any particular shall cease to be a member of the board as soon as a majority of the board passes a resolution to such effect.

Meetings

Section 8. A meeting of the board of directors shall be held whenever called by the president, the vice-president if the president is not available or by twenty percent (20%) of the directors. Any and all business may be transacted at such a meeting. Notice of the time and place of said meetings shall be given either upon four (4) days' notice by mail to all directors or twenty-four (24) hours' notice delivered personally or by telephone, telegraph, or e-mail to each member of the board of directors. Notice of the time and place of a meeting need not be given to any director who signs a waiver of notice either before or after the meeting or

who attends the meeting without protesting prior thereto or at its commencement the lack of notice to such director.

A majority of the directors present may adjourn any meeting to another time and place. If the meeting is adjourned for more than twenty-four (24) hours, notice of any adjournment to another time or place shall be given prior to the time of the adjourned meeting to the directors who were not present at the time of the adjournment.

Any action required or permitted to be taken by the board of directors may be taken without a meeting if the majority of the board shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the board. Such action by written consent shall have the same force and effect as a unanimous vote of such directors.

Quorum

Section 9. Five (5) directors shall constitute a quorum of the board at all meetings.

Executive Session

Section 10. The President may call the board of directors into executive session at any board meeting upon approval of the majority of board members present. Executive sessions are closed to all persons not currently on the Board of Directors or invited by the Board of Directors.

Telephone Conference

Section 11. The board of directors may hold a telephone conference meeting in order to discuss and take any action needed provided all members participating can hear one another.

ARTICLE V Power of Directors

The directors shall have the power:

1. To call special meetings of the members when they deem it necessary; and they shall call a meeting at any time upon the written request of twenty percent (20%) of the active members.
2. To appoint and remove officers, agents and employees of the association, to prescribe the duties of the employees, to fix their compensation and require from them, if advisable, security for faithful performance of duties.
3. To select the banks and determine the manner of receiving, depositing and dispersing funds; will determine the form of checks and person by whom the same shall be signed and shall have the power to change the banks and the person or persons signing the checks and the form.

4. To conduct, manage and control the affairs of the business of the association and to make rules and regulations for the guidance of the officers and management of its affairs.
5. To make and enter into agreements with packers, dealers or canners for the sale of the fish or fish products, produced or caught by the members of the association to obtain market orders and shall have the power to appoint agents for these purposes.
6. To carry out the membership contracts of the association and the members in every way advantageous to the association, representing the members collectively.
7. To settle, in the name of its members, any claims for damages which may arise against the association.
8. To establish and revise and amend from time to time rules and regulations by which each member shall be governed with reference to the delivery and sale of their products, to secure a proper grading and standard of quality and market which will best effect the interest of the members of the association as a whole.

ARTICLE VI Duties of Directors

It shall be the duty of the Board of Directors:

1. To keep a complete record of all its acts and of the proceedings of its meetings, and to present a full statement at the regular meetings of the members, showing in detail the condition of the affairs of the association.
2. To supervise all officers, agents and employees, and see that their duties are properly performed, and to cause to be issued appropriate certificate of membership.
3. To install such a system of bookkeeping and auditing that each member may know and be advised from time to time fully concerning the receipts and disbursements of the association.

ARTICLE VII Officers

The officers of the association shall be a president, vice-president, secretary and treasurer, together with any other administrative officers which the board of directors may see fit in its discretion to provide for by resolution entered upon its minutes.

Each year the board of directors shall hold a regular meeting, install its new directors and elect a president, a vice-president, a secretary, a treasurer and any or all other officers, agents or employees of the association and transact any other business.

Election of the Officers

The election of the president shall be by secret ballot. One name shall be cast by each board member present. The president must be elected by a majority of the board members present. If no member of the board receives a majority vote then a second ballot will be cast.

This second ballot will be between those board members which had received the three highest number of votes. If a majority is not received by any one board member, the procedure is repeated until one board member receives the vote of a majority of the board. The board member with the second highest number of votes will be the vice-president. In the event of a tie for vice-president, additional ballots will be cast until one person has a majority.

The secretary, treasurer, and any other officers, agents or employees of the association shall be elected upon a majority vote of the board of directors.

ARTICLE VIII Duties of the President

If at any time the president shall be unable to act, the vice-president shall take his place and perform his duties; and if the vice-president shall be unable to act, the board shall appoint a director to do so. The president or such vice-president or director:

1. Shall preside over all meetings of the members and directors.
2. Shall sign, as president, all certificates of membership, and all contracts and instruments which have been first approved by the board of directors.
3. Shall call the directors together whenever he deems it necessary, and shall have, subject to the advice of the directors, direction of the affairs of the association and generally shall discharge such other duties as may be required of him by these bylaws or by the board.

ARTICLE IX Duties of the Secretary

It shall be the duty of the secretary:

1. To keep a record of the proceedings of the meetings of the board of directors and of the members.
2. To keep the corporate seal and blank membership certificates, and counter-sign all certificates, issued and affix said corporate seal to all papers requiring a seal.
3. To keep a proper membership book, showing the name and address of each member of the association, the date of issuance, surrender, cancellation or forfeiture.
4. To execute and sign contracts, notes, papers and documents.
5. To discharge such other duties as pertain to his office or may be prescribed by the board of directors.

ARTICLE X Duties of the Treasurer

It shall be the duty of the treasurer:

1. To receive and deposit all funds of the association to be paid out only on checks drawn as hereinbefore provided, and account for all receipts, disbursements and balance on hand.

2. To furnish a bond in such form and in such amount as the board of directors may from time to time require.

ARTICLE XI
Executive or Advisory Committee

The board of directors may appoint an executive or advisory committee from among its members, determine the number of its members and tenure of office and its powers and its duties. The president and secretary shall be ex-officio members.

ARTICLE XII
Annual Report

There shall be an unaudited annual report of the affairs of the association made by a certified public accountant, appointed annually by the board of directors; such certified public accountant must be duly licensed by law and certified to as required by the laws of the state of California.

ARTICLE XIII
Auditing Committee

The board of directors may appoint an auditing committee from among its members, determine the number of its members and its tenure of office. The board may prescribe rules and regulations with reference to the manner and form in which claims shall be presented against the association and the manner of auditing the same, and in lieu of such action by the board, the auditing committee may prescribe rules and regulations with reference to its meetings and procedure.

ARTICLE XIV
Books and Papers

The books and such papers as may be placed on file by vote of the members or directors shall at all times in business hours be subject to the inspection of the board and of any member of the association, or his representative, duly authorized in writing.

The board of directors shall cause to be sent to all the members of this association, not later than one hundred and twenty (120) days after the close of the fiscal or calendar year, an annual report of the operations of the association. Such annual report shall include a balance sheet as of the closing date. Such financial statement shall be prepared in a form sanctioned by sound accounting practices and approved by a duly certified public accountant.

ARTICLE XV
Proxies

Members shall not be permitted to vote at any meeting by proxy whether in writing or otherwise.

ARTICLE XVI
Borrowing Money

The association shall have the power to borrow money in such amounts and upon such terms and conditions as may from time to time seem to the board of directors advisable or necessary, by a two-thirds (2/3) vote of all the directors and upon the conditions prescribed by law.

ARTICLE XVII
Picketing Prohibited

Neither the members nor the association shall have the right to picket or use other coercive force against a non-member fisherman or against non-member fishermen or non-cooperating dealers or for any reason whatsoever; any member of this association who shall use such tactics in the name of the association shall have violated the terms of his agreement as stated in these bylaws and such violation shall be cause for the expulsion of the said member and to a forfeiture of all his property rights and interest in the property and good-will of this association.

ARTICLE XVIII
Amendments

These bylaws may be altered or repealed or amended or additional bylaws adopted, by a majority vote of the members entitled to vote or the written assent of a majority of the members entitled to vote.

These bylaws may also be amended, repealed or additional bylaws may be adopted by a two-thirds (2/3) vote of the directors elected after thirty (30) days written notice to all members giving the entire wording of the proposed amendment, deletion, or addition and specifying the date the board of directors will meet to consider such amendment, deletion or addition.

The above and foregoing bylaws adopted as the bylaws of THE FISHERMEN'S MARKETING ASSOCIATION, INCORPORATED on the 17th day of September, 1952 and as amended.

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify:

1. That I am the duly appointed and acting Secretary of THE FISHERMEN'S MARKETING ASSOCIATION, INCORPORATED, a California Corporation; and

2. That the foregoing bylaws constitute the bylaws of the Corporation as duly amended.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said corporation this **January xx, 2017**.

(SEAL) Travis Hunter
Secretary

MEMBERSHIP AGREEMENT
OF THE
FISHERMEN'S MARKETING ASSOCIATION,
INCORPORATED

This Agreement made this _____ day of _____ 20__, between FISHERMEN'S MARKETING ASSOCIATION, INCORPORATED, a non-profit cooperative association organized under the laws of the State of California, hereinafter for convenience called Association, and _____ hereinafter for convenience called Member;

WITNESS:

WHEREAS, the association is a non-profit cooperative marketing association organized under the Fish Marketing Act of the State of California permitting and regulating such associations, Deerings Act 2947H, California Statutes 1933, P2161, and Member is a bona fide member of said association along with numerous other members, and,

WHEREAS, the organization is operating pursuant to the provisions of the said laws of the State of California as well as the Federal Fish Marketing Act, Chapter 742, Article 1, 48 U.S. Statutes 1213 more particularly set forth and delineated as Article 521 of the United States Code, Annotated, Title 15, and,

WHEREAS, it is the object and purpose of the member and other members of the Association in forming the Association to have the Association act as the sole marketing agency of all fish, fish and aquatic products produced or caught by the member and other members of the association as trawl fishermen or trawl vessel owners, without profit to the association, as such in the conduct of the marketing business. It is agreed and recognized that the efficiency of the association to this member and other members depends largely upon the cooperation of the members in the conduct of the association business, and,

WHEREAS, the member has paid the association \$5.00 as a membership fee in the association, which entitles the member to all of the benefits accruing to him as a member as provided in the bylaws so long as the member continues to comply with the Articles of Incorporation, the Bylaws of the Association, and with the terms of this agreement.

NOW, THEREFORE, be it mutually agreed between the association and the member, as follows:

1. JOINT INTERPRETATION: This contract, the Articles of Incorporation and Bylaws of the Association shall be interpreted, construed and applied together as fixing and determining the rights and privileges of the parties hereto, and a breach of this contract by either party hereto shall subject such party to such liability as is now, or may hereafter be, provided by the bylaws of the association and by the terms of this contract.
2. CONSIDERATION: This agreement is primarily between the member and all other members of the association who have or may hereafter execute similar membership agreements with the association, and is made in consideration of the membership of the member in the association and in consideration of like and other similar agreements by and between the association and other members thereof, and for the mutual satisfaction and benefit of all the members of the association through cooperative endeavor and enterprise.
3. DURATION OF MEMBERSHIP AGREEMENT: This Membership Agreement shall continue for a period of fifteen (15) years from the date hereof unless terminated as provided in the bylaws or as follows:
 - a. The death of a member.

b. The withdrawal or resignation of the member effected in the following manner: written notice, to be effective thirty (30) days after receipt of said notice. Notice shall be in writing and shall be mailed by registered mail, with return receipt, in accordance with Paragraph 6 of this Agreement.

c. The expulsion of the member effected in the manner herein provided. Any member who willfully and without cause disregards and fails to perform all of the conditions of membership and all provisions and promises including failure to pay any annual dues as set by the board of directors may be expelled by a two thirds (2/3) vote of the Board of Directors of the association at a regular meeting of the board or by a two-thirds (2/3) vote of all the members of the association present at a special membership meeting; such member shall not be entitled to a division or share or interest in the property or the goodwill of this association. Such forfeiture of interest shall be a penalty for the breach of his agreement with the other members and with the association.

4. RIGHTS ON TERMINATION OF MEMBERSHIP: A person whose membership in the association has terminated for any reason whatsoever shall be entitled to no payment on account of his interest in the property and assets of the association.

5. ASSOCIATION AS AGENT: The member hereby designates the association his sole and exclusive agent for the purpose of collective bargaining for the minimum price and conditions of the sale of seafood produced by trawl fishing, together with the seafood delivered by other members signing similar agreements, and the association hereby agrees to negotiate such price and conditions in such way as it shall deem best for advantage of all persons signing this or similar agreements.

6. NOTICES: All notices herein provided to be given, shall be deemed to have been given to the association when mailed, post prepaid, by registered mail, with return receipt to the association office in Eureka, California, and to the member when mailed postage prepaid, to his address as noted hereon, or to such other address as may from time to time be furnished in writing by either party to the other.

7. SERVICE CHARGES: To cover the costs of operation of the association for the benefit of all members the member hereby agrees that the association may charge each member an annual amount as dues and/or assess up to 2% of the value of such fish as the member may produce and sell through the association. Said charges shall be accounted for by the association in the manner set forth in the bylaws of the association and pursuant to the laws of the State of California. Said assessment may be adjusted from time to time by the Board of Directors as they shall see fit and in accordance with the fluctuation in the costs of operation of the association, provided, that such assessment shall never be set by the Board of Directors in excess of 2% of value of fish marketed through the association unless this paragraph is amended by the membership or the board of directors as provided in paragraph 49 13. The decision of the board of directors on the amount of such collection shall be final, except that the same may be set aside by the vote of the membership at any special meeting of members and a majority vote of members at such meeting shall be sufficient to rescind the action of the directors.

The member also agrees that this assessment of the value shall be based upon the gross value of each delivery from boats either owned or operated by association members.

The Association agrees that it will not instruct the owner or operator in the manner in which said sums of money shall be divided for payment; but rather the total assessment of the gross value of each delivery shall be due from the member which is either the owner or operator of the vessel or vessels.

8. LIQUIDATED DAMAGES: The member fully understands and admits that it will be impracticable or extremely difficult to fix the actual damages to the association which would result from the breach of this membership agreement by the member. Therefore at the option of the association, the member will be

obligated to pay the association the sum of TEN THOUSAND DOLLARS (\$10,000.00) for breach of this agreement as liquidated damages.

9. COURT EXPENSES. Should the Association bring any action to enforce any provision of this contract, or to secure specific performance hereof, or to collect damages of any kind for any breach hereof, Member shall pay to the Association all costs, premiums for bonds, expenses, and fees, including reasonable attorney's fees, as determined by the court, expended or incurred by the Association in any such proceedings.

10. POSSESSION AND TITLE: This instrument is not intended by the parties to pass title to any products of the members but title to such products shall pass directly from the member to the fish dealer. This agreement does constitute the association the sole and exclusive agent of the member for collection of the price of such fish. All such collections shall be made in the manner determined most efficient and practicable by the association, and in the best interest of the member and all members of this association.

11. FINAL INTEGRATION: The parties agree that there are no oral or other promises, conditions, covenants, representations or inducements in addition to or in variance with any of the terms hereof and that this agreement, the Articles and the Bylaws represent the voluntary and full understanding of both parties.

12. BYLAWS ACCEPTANCE AND APPROVAL: In as much as the subscription of the original Bylaws adopted by the association by each and all the members would be difficult and impracticable, now therefore, the member does hereby agree with the association and with all other members of the association that by the execution of this membership agreement the member acknowledges receipt of a full, true and correct copy of the Bylaws of the association and does hereby give his full assent to and approval thereof, with like force and effect as if the member's signature has been affixed to of said Bylaws.

13. AMENDMENT. This agreement may be altered or repealed or amended or additional provisions, adopted by a majority vote of the members entitled to vote or the written assent of a majority of the members entitled to vote. This agreement may also be altered or repealed or additional provisions may be adopted by a two-thirds (2/3) vote of the directors, after thirty (30) days written notice to all members giving the entire wording of the proposed amendment, deletion or addition and specifying the date the board of directors will meet to consider such amendment, deletion or addition.

14. SIGNATURES BY AUTHORIZED AGENT. If the member is an association, corporation, joint venture or partnership, then this Membership Agreement shall be signed by a person authorized to sign on behalf of such entity. The association, corporation, joint venture or partnership shall notify in writing the association of the identity of the individual who shall represent it in the association.

SIGNATURE PAGE FOR INDIVIDUAL MEMBERS

IN WITNESS WHEREOF the parties hereunto set their hand the _____ day of _____, 20__

FISHERMEN'S MARKETING ASSOCIATION, INC.

President

MEMBER (Print
Name) _____
first last

ADDRESS _____
address or P.O Box

city state zip

DATE _____
_ month day year

SIGNATURE _____

Current boat name(s) _____