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December 20, 2024

**VIA ELECTRONIC MAIL**

Office of Policy and Coordination  
 Room CC-5422  
 Bureau of Competition  
 Federal Trade Commission  
 Bureau of Competition  
 600 Pennsylvania Avenue N.W.  
 Washington, DC 20580

Dear Sir or Madam:

In accordance with 16 C.F.R. § 1.42, the American Date Industry Export Trade Association, a California nonprofit corporation (or the “Association”), hereby provides an annual report to the Federal Trade Commission to maintain the exemption afforded by The Webb-Pomerene Act (15 U.S.C. § 61 et. seq.). Below is a verified statement of the office and place of business of the American Date Industry Export Trade Association, the names and addresses of the Association’s officers, and the names and address of the Association’s members.

**Office and place of business:**

59-111 Grapefruit Blvd., Thermal, CA 92274

**Officers (names and addresses):**

President – Stacy Creasy, 59-111 Grapefruit Blvd., Thermal, CA 92274

Vice President – Hope Barbee, 86301 Industrial Way, Coachella, CA 92236

Secretary/Treasurer – Shayna Telesmanic, 2515 S. Avenue 2 ½, Yuma, AZ 85365

**Members (names and addresses):**

Bard Valley Date Growers Association, 538 E. 16<sup>th</sup> Street, Yuma, AZ 85364

California Date Commission, 39-205 E. Leopard Street, Suite E, Palm Desert, CA 92202

**FENNEMORE.**  
DOWLING AARON

December 20, 2024

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Please contact our office should you require any additional information regarding this matter.

Thank you.

Sincerely,

FENNEMORE DOWLING AARON



Brandin A. Inouye

BINO/chat  
Attachments  
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<b>FILED</b>	
Secretary of State State of California	
4843537	
Filing Number	01/31/2022
Filing Date	

ARTICLES OF INCORPORATION  
OF  
AMERICAN DATE INDUSTRY EXPORT TRADE ASSOCIATION

I. NAME

The name of this corporation is AMERICAN DATE INDUSTRY EXPORT TRADE ASSOCIATION.

II. PURPOSE

A. This corporation is a nonprofit MUTUAL BENEFIT CORPORATION organized under the Nonprofit Mutual Benefit Corporation Law. The purpose of this corporation is to engage in any lawful act or activity, other than credit union business, for which a corporation may be organized under such law.

B. The specific purpose of this corporation is to enable its members to cooperate with regard to the marketing and promotion of export sales of its member's products, and related activities.

III. AGENT FOR SERVICE OF PROCESS

The name and address in the State of California of this corporation's initial agent for service of process are:

RICHARD M. AARON  
8080 N. PALM AVENUE, THIRD FLOOR  
FRESNO, CA 93711

IV. CORPORATE ADDRESS

The initial street and mailing address of the corporation is:

52-200 INDUSTRIAL WAY  
COACHELLA, CA 92236

**Certified Copy**

I hereby certify that the following transcript of 2 page(s) is a full, true, and correct copy of the original record in the custody of the California Secretary of State's office.

02/07/2022  
Certification Date

SHIRLEY N. WEBER, Ph.D.  
Secretary of State

V. ACTIVITIES AND POWERS

Notwithstanding any of the above statements of purposes and powers, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the specific purposes of this corporation.

  
\_\_\_\_\_  
RICHARD M. AARON, Incorporator



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BYLAWS  
OF  
AMERICAN DATE INDUSTRY EXPORT TRADE  
ASSOCIATION

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**ARTICLE I. OFFICES**

Section 1. Principal Office. The principal office of the corporation (the “Corporation”) shall be fixed and located as may be determined from time to time by the Board of Directors of the Corporation (the “Board”).

Section 2. Other Offices. Other offices may be established at any time by the Board at any place or places.

**ARTICLE II. NAME, PURPOSES AND LIMITATIONS**

Section 1. Name. The name of this Corporation shall be the AMERICAN DATE INDUSTRY EXPORT TRADE ASSOCIATION.

Section 2. General and Specific Purposes. This Corporation is a nonprofit mutual benefit Corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Corporation Law of the State of California. It is organized to act as an export trade association as contemplated by the Webb-Pomerene Act, and to render to and for the benefit of its members such services and activities as permitted by such Act.

Section 3. Limitations. Notwithstanding any other provision in these Bylaws, the Corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that do not further the purpose of this Corporation, and the Corporation shall not carry on any other activities not permitted to be carried on by a corporation exempt from federal income tax under Internal Revenue Code section 501(c)(6) or the corresponding provision of any future United States internal revenue law.

**ARTICLE III. MEMBERSHIP**

Section 1. Membership and Eligibility. Membership in the Corporation shall be limited to persons and entities who are processors of dates grown in either the Coachella Valley area of Southeastern California or Yuma regions of Southwestern Arizona.

Section 2. Membership Procedures. New membership in the Corporation shall be approved by the votes of at least 75% of members entitled to vote. The Board may determine from time to time procedures, including the amount and payment of dues, for obtaining and maintaining membership, and will communicate such procedures to existing members and to those eligible for membership.

Section 3. Classes of Membership. The Corporation shall have two (2) classes of membership: Class A and Class B.

(a) Class A Membership. Class A shall only have two members: the California Date Commission, established by Chapter 19, Division 22 of the California Food and Agricultural Code (the “CDC”), and the Bard Valley Date Growers Association, a California corporation (the “BVDGA”).

(b) Class B Membership. Class B membership is limited to persons and entities who meet the eligibility criteria of ARTICLE III, Section 1, are approved in accordance with ARTICLE III, Section 2 and are not already Class A members.

Section 4. Rights of Membership. Voting rights vary by class of membership. Only Class A members are entitled to vote under these Bylaws, as described below.

(a) Class A Voting Rights. Every Class A member in good standing (as defined herein) shall have the right to cast three (3) votes on any matter upon which members may vote. Each Class A member may cast votes through assigned representatives in accordance with ARTICLE III, Section 22.

(b) Class B Voting Rights. Class B members are not entitled to vote on any matter.

Voting shall be held on such matters as set forth in these Bylaws, on the election of directors, on the disposition of all or substantially all of the Corporation’s assets, on any merger and its principal terms and any amendment of those terms, and on any election to dissolve the Corporation. In addition, all members shall have all rights afforded members under the California Nonprofit Mutual Benefit Corporation Law.

Section 5. Dues, Fees and Assessments. Each member must pay, within the time and on the conditions set by the Board, such dues, fees and assessments in amounts to be fixed from time to time by the Board.

Section 6. Members in Good Standing. Members who have paid the required dues, fees and assessments in accordance with these Bylaws, and who are not suspended, shall be members in good standing.

Section 7. Termination of Membership. Membership shall terminate on the occurrence of any of the following events:

(a) A member’s failure to pay dues, fees and assessments as set by the Board after they are due and payable.

(b) The good faith determination by at least two-thirds (2/3) of the Board (excluding any member of the Board that is affiliated with the subject member) that a member has engaged in conduct prejudicial to the Corporation’s purposes and interests.

Section 8. Procedure for Termination of Membership. If grounds appear to exist for suspending or terminating a member under these Bylaws, the following procedure shall

be followed:

(a) The Board shall give the member at least fifteen (15) days' prior notice of the proposed termination and the reasons for the proposed termination. Notice shall be given by any method reasonably calculated to provide actual notice.

(b) The member shall be given an opportunity to be heard, either orally or in writing, at least five (5) days before the effective date of the proposed suspension or termination.

(c) The Board shall then decide whether the member should be suspended, terminated, or sanctioned in any way. The decision of the Board shall be final.

Section 9. Transfer Not Permitted. No membership or right arising from membership may be transferred.

Section 10. Annual Meeting. An annual meeting of members shall be held each calendar year at such date and time as fixed by the Board. Upon setting the meeting, the Board shall notify members as provided in these Bylaws. At the annual meeting, directors shall be elected and other proper business may be transacted.

Section 11. Place of Meeting. Meetings of the members shall be held at any place designated by the Board. In the absence of any such designation, members' meetings shall be held at the Corporation's principal office.

Section 12. Authority to Call Special Meetings. Any director of the Board, the chairman of the Board, the president, or fifty percent (50%) or more of the Class A members, may call a special meeting of the members for any lawful purpose at any time.

Section 13. Call of Special Meetings. A special meeting called by any person entitled to call a meeting (other than the Board) shall be called by written request, specifying the general nature of the business proposed to be transacted, and submitted to the president or secretary of the Corporation. The officer receiving the request shall cause notice to be given promptly to the members entitled to vote stating that a meeting will be held at a specified time and date fixed by the Board, provided, however, that the meeting date shall be at least thirty-five (35) but no more than ninety (90) days after receipt of the request. If the notice is not given within twenty (20) days after the request is received, the person or persons requesting the meeting may give the notice. Nothing in this Section shall be construed as limiting, fixing, or affecting the time at which a meeting of members may be held when the meeting is called by the Board.

Section 14. Proper Business of Special Meeting. No business, other than the business that was set forth in the notice of the meeting, may be transacted at a special meeting.

Section 15. General Notice Requirements. Whenever members are required or permitted to take any action at a meeting, a written notice of the meeting shall be given pursuant to this ARTICLE III, to each Class A member entitled to vote at that meeting. The notice shall specify the place, date, and hour of the meeting, and the means of electronic transmission by and to the Corporation or electronic video screen communication, if any, by which members may participate in the meeting. For the annual meeting, the notice shall state the matters that the Board,

at the time notice is given, intends to present for action by the members. For a special meeting, the notice shall state the general nature of the business to be transacted and shall state that no other business may be transacted. The notice of any meeting at which directors are to be elected shall include the names of all persons who are nominees when notice is given.

Section 16. Notice of Certain Agenda Items. Approval by the members of any of the following proposals, other than by unanimous approval by those entitled to vote, is valid only if the notice or written waiver of notice states the general nature of the proposal or proposals:

- (a) Removing a director without cause;
- (b) Filling vacancies on the Board;
- (c) Amending the Articles of Incorporation;
- (d) Electing to wind up and dissolve the Corporation; or
- (e) Approving a contract or transaction between the Corporation and one or more directors, or between the Corporation and any entity in which one or more directors has a material financial interest.

Section 17. Manner of Giving Notice. Notice of any meeting of members shall be in writing and shall be given at least twenty (20) but no more than ninety (90) days before the meeting date. The notice shall be given either personally or by first-class, registered, or certified mail, or by other means of written communication, charges prepaid, and shall be addressed to each member entitled to vote, at the address of that member as it appears on the books of the Corporation or at the address given by the member to the Corporation for purposes of notice. If no address appears on the Corporation's books and no address has been so given, notice shall be deemed to have been given if either (i) notice is sent to that member by first-class mail or facsimile or other written communication to the Corporation's principal office or (ii) notice is published at least once in a newspaper of general circulation in the county in which the principal office is located.

Section 18. Affidavit of Mailing Notice. An affidavit of the mailing of any notice of any members' meeting, or of the giving of such notice by other means, may be executed by the secretary, or any transfer agent of the Corporation, and if so executed, shall be filed and maintained in the Corporation's minute book.

Section 19. Quorum. A simple majority of greater than 50 percent (50%) of the Class A members shall constitute a quorum for the transaction of business at any meeting of members. The members may vote only on matters as to which notice of their general nature was given under these Bylaws. Except as otherwise required by law, the Articles of Incorporation, or these Bylaws, the members present at a duly called or held meeting at which a quorum is present may continue to transact business until adjournment, even if enough members have withdrawn to leave less than a quorum, if any action taken (other than adjournment) is approved by at least a majority of the members required to constitute a quorum.

Section 20. Eligibility to Vote. Class A members in good standing on the record date shall be entitled to vote at any meeting of members.

Section 21. Manner of Voting. Voting may be by voice or by ballot at a meeting or by mailing except that any election of directors shall be by ballot as described herein. Each vote shall be conducted by only Class A members.

Section 22. Representative Voting. Each Class A member may cast votes through assigned representatives (“Representatives”) who may each cast a vote or votes on the member’s behalf. Assignment of such Representatives is effective upon receipt of duly authorized notice by the Board from the member of the identity of each Representative so assigned. Such assignment shall be effective until assignment of such Representatives is rescinded or a replacement Representative by the member.

Section 23. Number of Votes. Each Class A member in good status is entitled to cast three (3) votes on each matter submitted to a vote of the members. With regard to the election of Directors, cumulative voting shall be permitted.

Section 24. Approval by Majority of Members.

(a) If a quorum is present, the affirmative vote of a majority of the Class A votes cast, voting on any matter, shall be deemed the act of the members unless the vote of a greater number, is required by the California Nonprofit Corporation Law or by the Articles of Incorporation. Voting of members may also be conducted by written ballot mailed to all members.

(b) The affirmative vote of a majority of the voting power of Class A and voting on any matter, shall be deemed the act of the members unless the vote of a greater number, is required by the California Nonprofit Corporation Law or by the Articles of Incorporation. Voting of members may also be conducted by written ballot mailed to all members.

Section 25. Waiver of Notice or Consent. The transactions of any meeting of members, however called or noticed and wherever held, shall be as valid as though taken at a meeting duly held after standard call and notice, if (a) a quorum is present in person, and (b) either before or after the meeting, each member entitled to vote, not present in person, signs a written waiver of notice, a consent to the holding of the meeting, or an approval of the minutes of the meeting. The waiver of notice, consent, or approval need not specify either the business to be transacted or the purpose of the meeting except that, if action is taken or proposed to be taken for approval of any matter specified in ARTICLE III, Section 16 of these Bylaws, the waiver of notice, consent, or approval shall state the general nature of the proposal. All such waivers, consents, or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

A member’s attendance at a meeting shall also constitute a waiver of notice of and presence at that meeting unless the member objects at the beginning of the meeting to the transaction of any business because the meeting was not lawfully called or convened. Also, attendance at a meeting is not a waiver of any right to object to the consideration of matters required to be included in the notice of the meeting but not so included, if that objection is expressly made at the meeting.

Section 26. Action by Unanimous Written Consent. Any action required or permitted to be taken by the members may be taken without a meeting, if all Class A members consent in writing to the action. The written consent or consents shall be filed with the minutes of the meeting. The action by written consent shall have the same force and effect as a unanimous

vote of the members.

Section 27. Action by Written Ballot. Any action that members may take at any meeting of members may also be taken without a meeting by complying with ARTICLE III, Section 28 of these Bylaws.

Section 28. Solicitation of Written Ballots.

(a) This corporation shall distribute one (1) written ballot to each member entitled to vote on the matter. All solicitations of votes by written ballot shall (a) state the number of responses needed to meet the quorum requirement; (b) state, with respect to ballots other than for election of directors, the percentage of approvals necessary to pass the measure or measures; and (c) specify the time by which the ballot must be received in order to be counted. Each ballot so distributed shall (a) set forth the proposed action; (b) give the members an opportunity to specify approval or disapproval of each proposal; and (c) provide a reasonable time in which to return the ballot to the Corporation.

(b) In any election of directors, a written ballot that a member marks “withhold,” or otherwise marks in a manner indicating that authority to vote is withheld, shall not be voted either for or against the election of a director.

(c) All solicitations of written ballots shall indicate the time by which the ballot must be returned in order to be counted.

(d) Approval by written ballot shall be valid only when (i) the number of votes cast by ballot (including ballots that are marked “withhold” or otherwise indicate that authority to vote is withheld) within the time specified equals or exceeds the quorum required to be present at a meeting authorizing the action, and (ii) the number of approvals equals or exceeds the number of votes that would be required for approval at a meeting at which the total number of votes cast was the same as the number of votes cast by written ballot without a meeting.

(e) A written ballot may not be revoked.

(f) All written ballots shall be filed with the secretary of the Corporation and maintained in the corporate records or at least three (3) years.

Section 29. Record Date. For purposes of establishing the members entitled to receive notice of any meeting, entitled to vote at any meeting, entitled to vote by written ballot, or entitled to exercise any rights in any lawful action, the Board may, in advance, fix a record date. The record date so fixed for:

(a) sending notice of a meeting shall be no more than ninety (90) nor less than ten (10) days before the date of the meeting;

(b) voting at a meeting shall be no more than sixty (60) days before the date of the meeting;

(c) voting by written ballot shall be no more than sixty (60) days before the day on which the first written ballot is mailed or solicited; and

(d) taking any other action shall be no more than sixty (60) days before that action.

Section 30. Record Date for Actions Not Set by Board.

(a) If not otherwise fixed by the Board, the record date for determining members entitled to receive notice of a meeting of members shall be the next business day preceding the day on which notice is given or, if notice is waived, the next business day preceding the day on which the meeting is held. If not otherwise fixed by the Board, the record date for determining members entitled to vote at the meeting shall be the day on which the meeting is held.

(b) If not otherwise fixed by the Board, the record date for determining members entitled to vote by written ballot shall be the day on which the first written ballot is mailed or solicited.

(c) If not otherwise fixed by the Board, the record date for determining members entitled to exercise any rights with respect to any other lawful action shall be the date on which the Board adopts the resolution relating to that action, or the 60<sup>th</sup> day before the date of that action, whichever is later.

(d) For purposes of these Bylaws, a person holding a membership at the close of business on the record date shall be a member of record.

Section 31. Members' Proxy Rights. Members entitled to vote are not permitted to vote or act by proxy.

Section 32. Adjournment and Notice of Adjourned Meetings. Any members' meeting, whether or not a quorum is present, may be adjourned from time to time by the vote of the majority of the Class A members represented at the meeting in person. No meeting may be adjourned for more than forty-five (45) days. When a members' meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place to which the meeting is adjourned are announced at the meeting at which adjournment is taken. If after adjournment a new record date is fixed for notice or voting, a notice of the adjourned meeting shall be given to each member who, on the record date for notice of the meeting, is entitled to vote at the meeting. At the adjourned meeting, the Corporation may transact any business that might have been transacted at the original meeting.

## ARTICLE IV. DIRECTORS

Section 1. General Powers. Subject to the provisions and limitations of the California Nonprofit Corporation Law and any other applicable laws, and subject to any limitations of the Articles of Incorporation or these bylaws, the activities and affairs of the Corporation shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board. The Board may delegate the management of the activities of the Corporation to any person or persons, a management company, or committees however composed, provided that the activities and affairs of the Corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board.

Section 2. Specific Powers. Without prejudice to the general powers set forth

in ARTICLE IV, Section 1, but subject to the same limitations, it is hereby expressly declared that the Board shall have the following powers in addition to the other powers enumerated in these Bylaws:

(a) To appoint and remove all the other officers, agents, and employees of the Corporation; prescribe qualifications, powers, and duties for them that are not inconsistent with law, the Articles of Incorporation, or these Bylaws; fix their compensation; and require from them security for faithful performance of their duties.

(b) To conduct, manage, and control the affairs and activities of the Corporation and to make such rules and regulations therefor not inconsistent with law, the Articles of Incorporation, or these Bylaws, as they may deem best.

(c) To adopt, make, and use a corporate seal and to alter its form from time to time as the Board may deem best.

(d) To sue and defend suits.

(e) To borrow money and incur indebtedness on behalf of the Corporation and cause to be executed and delivered for the Corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities.

(f) To carry on a business at a profit and apply any profit that results from the business activity to any activity in which it may lawfully engage.

(g) To buy property or to receive property by devise or bequest, subject to the laws regulating the transfer of the property by will, and to otherwise acquire and hold all property, real and personal, including shares of stock, bonds, and securities of other corporations.

(h) To contract and be contracted with.

Section 3. Number of Directors. The Board shall consist of six (6) directors.

Section 4. Nominations. Any member may nominate any member in good standing, including herself or himself, for election to the Board. All nominations must be made no later than nomination deadline set by the Board. All potential directors so nominated shall be voted on by the membership at the annual meeting.

Section 5. Nominee's Right to Solicit Votes. The Board shall not prohibit a reasonable opportunity for members to nominate a nominee, a reasonable opportunity to communicate to members the nominee's qualifications and the reasons for the nominee's candidacy, a reasonable opportunity for the nominee to solicit votes, and a reasonable opportunity for all members to choose among the nominees.

Section 6. Election and Term of Office.

(a) Class A Election Subclasses. For the purpose of electing directors,



the Class A membership of the Corporation shall be divided into two subclasses: Class A1 and Class A2.

(1) Class A1. Class A1 shall only have one member: the CDC.

(2) Class A2. Class A2 shall only have one member: the BVDGA.

(b) Class Election Rights.

(1) Class A1 members shall be entitled to elect three (3) directors.

(2) Class A2 members shall be entitled to elect three (3) directors.

(3) Class B members shall not be entitled to elect any directors.

(c) Directors shall be elected at each annual meeting of the members or annually by written ballot, to hold office until the ensuing election such that directors shall serve a term of one (1) year. In any election where a tie vote occurs, the directors who received the tying number of votes shall draw lots to determine which of them shall serve the elected term. Each director, including a director elected to fill a vacancy, shall hold office until the expiration of the term for which elected and until a successor has been elected and qualified. In the event a director does not serve an entire one (1) year term, the replacing director shall only serve for the period remaining in the departing director's term.

Section 7. Vacancies. A vacancy or vacancies on the Board shall exist on the occurrence of the following:

(a) The death or resignation of any director.

(b) The declaration by resolution of the Board of a vacancy in the office of a director who has been declared of unsound mind by an order of court, convicted of a felony, or found by final order or judgment of any court to have breached a duty under the California Nonprofit Corporation Law.

(c) The vote of Class A members, to remove a director elected by Class A1 or A2 members.

(d) The increase in the authorized number of directors.

(e) The failure of the members, by written ballot or at any meeting of members at which any director or directors are to be elected, to elect the number of directors required to be elected by such written ballot or at such meeting.

(f) Any director who does not attend three (3) successive Board meetings may be removed from the Board, by express action of the Board documented by an appropriate Board resolution.

(g) Except as provided below, any director may resign by giving written notice to the chairman of the Board, if any, or to the president or the secretary of the Board. The resignation shall be effective when the notice is given unless it specifies a later time for the resignation to become effective. If a director's resignation is effective at a later time, the Board may elect a successor to take office as of the date when the resignation becomes effective. Except on notice to the Attorney General of California, no director may resign if the Corporation would be left without a duly elected director or directors.

Except for a vacancy created by the removal of a director, vacancies on the Board may be filled by a majority of the directors then in office elected by the same class of members, whether or not less than a quorum, or by a sole remaining director. A vacancy created by the removal of a director shall be filled by the vote of the appropriate class of members.

No reduction of the authorized number of directors shall have the effect of removing any director before expiration of the director's term of office.

Section 8. Board Meetings. Meetings of the Board may be held at any place that has been designated from time to time by resolution of the Board or in the notice of the meeting. In the absence of designation by the Board, the annual and regular meetings shall be held at the principal office of the Corporation. The order of business of the Corporation shall be roll call (verification of sign-in sheet for quorum), reading of the minutes of the previous meeting, a report of the Treasurer, committee reports, old business, new business. The election of Directors shall be held under the heading of new business.

Section 9. Annual Meetings. On a day to be set by the Board, the Board shall hold an annual meeting for purposes of organization, election of officers, and transaction of other business.

Section 10. Other Regular Meetings. Other regular meetings of the Board may be held without notice at such time and place as the Board may fix from time to time.

Section 11. Special Meetings. Special meetings of the Board for any purpose or purposes may be called at any time by the president, any vice president, the secretary, or any two (2) directors. The Board shall meet immediately after the annual meeting of the members.

Special meetings of the Board shall be held upon four (4) days' notice by first-class mail or forty-eight (48) hours' notice given personally or by telephone (including a voice messaging system or other system or technology designed to record and communicate messages), telegraph, facsimile, electronic mail, or other electronic means. Any such notice shall be addressed or delivered to each director at the director's address as shown upon the records of the Corporation or as may have been given to the Corporation by the director for purposes of notice or, if the address is not shown on the Corporation's records or is not readily ascertainable, at the place where the meetings of the directors are regularly held.

Notice by mail shall be deemed to have been given at the time a written notice is deposited in the United States mail, postage prepaid. Any other written notice shall be deemed to have been given at the time it is personally delivered to the recipient or is delivered to a common carrier for transmission, or actually transmitted by the person giving the notice by electronic means, to the recipient. Oral notice shall be deemed to have been given at the time it is

communicated, in person or by telephone or wireless, to the recipient or to a person at the office of the recipient who the person giving the notice has reason to believe will promptly communicate it to the receiver.

The notice shall state the time of the meeting, and the place if the place is other than the principal office of the Corporation. It need not specify the purpose of the meeting.

Section 12. Quorum. A majority of the authorized number of directors constitutes a quorum of the Board for the transaction of business, except to adjourn as provided these bylaws. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present is the act of the Board, unless a greater number is required by law or by the Articles of Incorporation, except as provided in the next sentence. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting.

Section 13. Participation in Meetings by Conference Telephone. Members of the Board may participate in a directors' meeting through use of conference telephone, electronic video screen communication, or other communications equipment. Participation in a directors' meeting through those means constitutes presence in person at that meeting if all of the following apply:

(a) each director participating in the meeting can communicate with all of the other directors concurrently; and

(b) each director is provided the means of participating in all matters before the board including the capacity to propose, or to interpose an objection, to a specific action to be taken by the Corporation; and

(c) the Corporation adopts and implements some means of verifying both of the following: (i) a person communicating by telephone, electronic video screen or other communications equipment is a director entitled to participate in the board meeting and (ii) all statements, questions, actions or votes were made by that director and not by another person not permitted to participate as a director.

Section 14. Waiver of Notice. Notice of a meeting need not be given to any director who signs a waiver of notice or a written consent to holding the meeting or an approval of its minutes, whether before or after the meeting, or who attends the meeting without protesting, before or at its commencement, the lack of notice to that director. All waivers, consents, and approvals as to a Board meeting shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 15. Adjournment. A majority of the directors present, whether or not a quorum is present, may adjourn any Board meeting to another time and place. Notice of the time and place of holding an adjourned meeting need not be given to absent directors if the time and place is fixed at the meeting adjourned, except as provided in the next sentence. If the meeting is adjourned for more than twenty-four (24) hours, notice of any adjournment to another time or place shall be given before the time of the adjourned meeting to the directors who were not present at the time of the adjournment.

Section 16. Action Without Meeting. Any action that the Board is required or permitted to take may be taken without a meeting if all members of the Board consent in writing to the action. Such action by written consent shall have the same force and effect as any other validly approved action of the Board. All such consents shall be filed with the minutes of the proceedings of the Board.

Section 17. Rights of Inspection. Every director shall have the absolute right at any reasonable time to inspect and copy all books, records, and documents of every kind and to inspect the physical properties of the Corporation of which such person is a director.

Section 18. Committees. The Board may appoint such standing and special committees as determined from time to time by the Board.

Any committee to which any authority of the Board is delegated may only be created, and its members appointed, by resolution adopted by a majority of the authorized number of directors then in office, provided a quorum is present. The Board may appoint, in the same manner, alternate members of any committee who may replace any absent member at any meeting of the committee. The Board shall have the power to prescribe the manner in which proceedings of any of these committees shall be conducted. In the absence of prescription by the Board, a committee shall have the power to prescribe the manner in which its proceedings shall be conducted. Unless the Board or a committee shall otherwise provide, the regular and special meetings and other actions of any such committee shall be governed by the provisions applicable to meetings and actions of the Board. Minutes shall be kept of each meeting of each committee.

The Board may establish advisory committees that do not exercise the authority of the Board. The members of the advisory committees may include both directors and persons who are not voting directors. The advisory committees can serve in an advisory capacity only to the Board and are subject at all times to the ultimate direction of the Board. With respect to any advisory committee, the Board shall define the committee's advisory role, the scope of its activities, the number of committee members, and the qualifications, if any, for service.

Section 19. Fees and Compensation. Directors and members of committees may receive reimbursement for expenses but will not be compensated for services as a director.

## **ARTICLE V. OFFICERS**

Section 1. Officers. The officers of the Corporation shall be a president, a vice president, a secretary, and a treasurer. The Corporation may also have, at the discretion of the Board, a chairman of the Board, additional vice presidents, an assistant secretary, an assistant treasurer, and such other officers as may be elected or appointed in accordance with the provisions of Section 3 of this ARTICLE V. Any number of offices may be held by the same person except as provided in the Articles of Incorporation or in these Bylaws and except that neither the secretary nor the treasurer may serve concurrently as the president or chairman of the Board.

Section 2. Election. The officers of the Corporation shall serve at the pleasure of the Board. Each officer shall hold office until his or her resignation, removal, or other disqualification from service, or until his or her respective successor shall be elected.

Section 3. Subordinate Officers. The Board may appoint, and may empower

the chairman of the Board, if any, or the President to appoint, such other officers as the business of the Corporation may require. Each such officer shall hold office for the period, have authority, and perform duties as provided in these Bylaws or as the Board or appointing officer may from time to time determine.

Section 4. Removal and Resignation. Any officer may be removed, either with or without cause, by the Board at any time or, except in the case of an officer chosen by the Board, by any officer upon whom such power of removal may be conferred by the Board. Any removal of an officer shall be without prejudice to his or her rights, if any, under any contract of employment.

Any officer may resign at any time by giving written notice to the Corporation addressed and sent to the Board, the chairman of the Board, the president, or the secretary, but without prejudice to the rights, if any, of the Corporation under any contract to which the officer is a party. An officer's resignation shall take effect at the date notice of resignation is received by the addressee or at any later time specified in the resignation and, unless otherwise specified in the resignation, the acceptance of the resignation shall not be necessary to make it effective.

Section 5. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these Bylaws for regular election or appointment to the office, provided that vacancies may be filled as they occur and not on an annual basis.

Section 6. Chairman of the Board. The chairman of the Board, if any, shall, if present, preside at all meetings of the Board and exercise and perform such other powers and duties as may be from time to time assigned by the Board.

Section 7. President. Subject to such powers, if any, as may be given by the Board to the chairman of the Board, if any, the president is the general manager and chief executive officer of the Corporation and has, subject to the control of the Board, general supervision, direction, and control of the business and officers of the Corporation. The president shall preside at all shareholder meetings and, in absence of the chairman of the Board, the president shall preside at all meetings of the Board. The president has the general powers and duties of management usually vested in the office of president and general manager of a corporation and such other powers and duties prescribed by the Board. The president shall be in charge of program planning and will have the power to appoint member committees and chairpersons of those committees to plan and implement the programs and activities of the Corporation.

Section 8. Vice Presidents. In the absence or disability of the president, the vice presidents, in order of their rank as fixed by the Board or, if not ranked, the vice president designated by the Board, shall perform all the duties of the president. A vice president so acting shall have all the powers of, and be subject to all the restrictions upon, the president. The vice-president will also assist the president in program planning. The vice presidents shall have other powers and perform other duties respectively prescribed for them by the Board.

Section 9. Secretary. The secretary shall keep, or cause to be kept, at the principal office in the State of California the original or a copy of the Corporation's Articles of Incorporation and Bylaws, as amended to date. The secretary shall also send notice of meetings

and conduct the general correspondence of the Corporation including providing information to new members. The secretary shall give, or cause to be given, notice of all meetings of the Board and any committees of the Board required by these Bylaws or by law to be given, shall keep the seal of the Corporation (if one is adopted) in safe custody, and shall have other powers and perform such other duties prescribed by the Board. The Secretary may delegate tasks as the Secretary determines to others, including to the Corporation's administrative assistant.

Section 10. Treasurer. The treasurer is the chief financial officer of the Corporation and shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the Corporation. The books of account shall at all times be open to inspection by any director.

The treasurer shall deposit all moneys and other valuables in the name and to the credit of the Corporation with depositaries designated by the Board. The treasurer shall disburse the funds of the Corporation as ordered by the Board, shall render to the president and the directors, whenever they request it, an account of all transactions as treasurer and of the financial condition of the Corporation, and shall have other powers and perform other duties prescribed by the Board.

Section 11. Assistant Secretary. The assistant secretary, if any, or if there be more than one, the assistant secretaries in the order determined by the Board (or if there be no such determination, then in the order of the election), shall, in the absence of the secretary or in the event of his inability or refusal to act, perform the duties and exercise the powers of the secretary and shall perform such other duties as from time to time may be assigned by the Board.

Section 12. Assistant Treasurer. The assistant treasurer, if any, or if there shall be more than one, the assistant treasurers in the order determined by the Board (or if there be no such determination, then in the order of their election), shall, in the absence of the treasurer or in the event of his inability or refusal to act, perform the duties and exercise the powers of the treasurer and shall perform such other duties as from time to time may be assigned by the Board.

## ARTICLE VI. OTHER PROVISIONS

Section 1. Endorsement of Documents; Contracts. Subject to the provisions of applicable law, any note, mortgage, evidence of indebtedness, contract, conveyance, or other instrument in writing and any assignment or endorsement thereof executed or entered into between the Corporation and any other person, when signed by any one of the chairman of the board, president, or any vice president and by any one of the secretary, or the treasurer of the Corporation shall be valid and binding on the Corporation in the absence of actual knowledge on the part of the other person that the signing officers had no authority to execute the same. Any such instruments may be signed by any other person or persons, and in the manner, time to time determined by the Board. Unless so authorized by the Board, no officer, agent, or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or amount.

Section 2. Construction and Definitions. Unless the context otherwise requires, the general provisions, rules of construction, and definitions contained in the General Provisions of the California Nonprofit Corporation Law and in the California Nonprofit Mutual Benefit Corporation Law shall govern the construction of these Bylaws.

Section 3. Amendments. These Bylaws may be amended or repealed by the approval of the Board as long as such amendment does not require the approval of the members as provided in the California Nonprofit Corporation Law. If member approval is required for the amendment of these Bylaws, a majority of the class or classes of membership required under the California Nonprofit Corporation Law shall constitute approval.

Section 4. Corporate Seal. The Corporation shall have a seal consisting of a circle having on its circumference the words “American Date Industry Export Trade Association,” and the words, “Incorporated in California, January 31<sup>st</sup>, 2022” in the center thereof, such seal to be made by impression on the instrument to be sealed.

## ARTICLE VII. INDEMNIFICATION

Section 1. Definitions. For the purposes of this ARTICLE VII, “agent” means any person who is or was a director, officer, employee, or other agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, or other enterprise, or was a director, officer, employee, or agent of a foreign or domestic corporation which was a predecessor corporation of the Corporation or of another enterprise at the request of that predecessor corporation; “proceeding” means any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative, or investigative; and “expenses” includes without limitation attorneys’ fees and any expenses of establishing a right to indemnification under Section 4 or Section 5(b) of this ARTICLE VII.

Section 2. Indemnification in Actions by Third Parties. The Corporation shall have power to indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of the Corporation to procure a judgment in its favor, an action brought under Section 5233 of the California Nonprofit Corporation Law, or an action brought by the Attorney General or a person granted relator status by the Attorney General for any breach of duty relating to assets held in charitable trust), by reason of the fact that that person is or was an agent of the Corporation, against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with that proceeding if that person acted in good faith and in a manner that person reasonably believed to be in the best interests of the Corporation and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of that person was unlawful. The termination of any 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 did not act in good faith and in a manner which the person reasonably believed to be in the best interests of the Corporation or that the person had reasonable cause to believe that the person’s conduct was unlawful.

Section 3. Indemnification in Actions by or in the Right of the Corporation. The Corporation shall have power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action by or in the right of the Corporation, or brought under the California Nonprofit Corporation Law, or brought by the Attorney General or a person granted relator status by the Attorney General for breach of duty relating to assets held in charitable trust, to procure a judgment in its favor by reason of the fact that the person is or was an agent of the Corporation, against expenses actually and reasonably incurred by that person in connection with the defense or settlement of that action if the person



acted in good faith, in a manner such person believed to be in the best interests of the Corporation, and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. No indemnification shall be made under this Section 3:

(a) In respect of any claim, issue, or matter as to which that person shall have been adjudged to be liable to the Corporation in the performance of that person's duty to the Corporation, unless and only to the extent that the court in which the proceeding is or was pending shall determine upon application that, in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for the expenses which the court shall determine;

(b) Of amounts paid in settling or otherwise disposing of a threatened or pending action, with or without court approval; or

(c) Of expenses incurred in defending a threatened or pending action which is settled or otherwise disposed of without court approval, unless it is settled with the approval of the Attorney General.

Section 4. Indemnification Against Expenses. To the extent that an agent of the Corporation has been successful on the merits in defense of any proceeding referred to in Section 2 or Section 3 of this ARTICLE VII or in defense of any claim, issue, or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

Section 5. Required Determinations. Except as provided in Section 4 of this ARTICLE VII any indemnification under this ARTICLE VII shall be made by the Corporation only if authorized in the specific case, upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in Section 2 or Section 3 of this ARTICLE VII, by:

(a) A majority vote of a quorum consisting of directors who are not parties to the proceeding; or

(b) The court in which the proceeding is or was pending upon application made by the Corporation or the agent or the attorney or other person rendering services in connection with the defense, whether or not the application by the agent, attorney, or other person is opposed by the Corporation.

Section 6. Advance of Expenses. Expenses incurred in defending any proceeding may be advanced by the Corporation prior to the final disposition of the proceeding upon receipt of an undertaking by or on behalf of the agent to repay that amount unless it shall be determined ultimately that the agent is entitled to be indemnified as authorized in this ARTICLE VII.

Section 7. Other Indemnification. No provision made by the Corporation to indemnify its or its subsidiary's directors or officers for the defense of any proceeding, whether contained in the Articles of Incorporation, Bylaws, a resolution of members or directors, an agreement, or otherwise, shall be valid unless consistent with this ARTICLE VII. Nothing contained in this Article VII shall affect any right to indemnification to which persons other than



such directors and officers may be entitled by contract or otherwise.

Section 8. Forms of Indemnification Not Permitted. No indemnification or advance shall be made under this ARTICLE VII, except as provided in Section 4 or Section 5(b), in any circumstances in which it appears:

(a) That it would be inconsistent with a provision of the Articles of Incorporation, these Bylaws, or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or

(b) That it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

Section 9. Insurance. The Corporation shall have power to purchase and maintain insurance on behalf of any agent of the Corporation against any liability asserted against or incurred by the agent in that capacity or arising out of the agent's status as such whether or not the Corporation would have the power to indemnify the agent against liability under the provisions of this ARTICLE VII, provided, however, that the Corporation shall have no power to purchase and maintain such insurance to indemnify any agent of the Corporation for a violation of the California Nonprofit Corporation Law.

Section 10. Nonapplicability to Fiduciaries of Employee Benefit Plans. This ARTICLE VII does not apply to any proceeding against any trustee, investment manager, or other fiduciary of an employee benefit plan in such person's capacity as such, even though that person may also be an agent of the Corporation as defined in Section 1 of this ARTICLE VII. The Corporation shall have power to indemnify that trustee, investment manager, or other fiduciary to the extent permitted by Section 207(f) of the California General Corporation Law.

Section 11. Survival of Rights. The rights provided by this ARTICLE VII shall continue for a person who has ceased to be an agent, and shall inure to the benefit of the heirs, executors, and administrators of such person.

Section 12. Effect of Amendment. Any amendment, repeal, or modification of this ARTICLE VII shall not adversely affect an agent's right or protection existing at the time of such amendment, repeal, or modification.

Section 13. Settlement of Claims. The Corporation shall not be liable to indemnify any agent under this ARTICLE VII or any amounts paid in settlement of any action or claim affected without the Corporation's written consent, which consent shall not be unreasonably withheld or, any judicial award, if the Corporation was not given a reasonable and timely opportunity to participate, at its expense, in defense of such action.

Section 14. Subrogation. In the event of payment under this ARTICLE VII, the Corporation shall be subrogated to the extent of such payment to all the rights of recovery of the agent, who shall execute all papers required and shall do everything that may be necessary to secure such rights, including the execution of such documents as may be necessary to enable the Corporation effectively to bring suit to enforce such rights.

Section 15. No Duplication of Payments. The Corporation shall not be liable under this ARTICLE VII to make any payment in connection with any claim made against the agent to the extent the agent has otherwise actually received payment, whether under a policy of insurance, agreement, vote, or otherwise, of the amounts otherwise indemnifiable under this ARTICLE VII.

## **ARTICLE VIII. RECORDS AND REPORTS**

Section 1. Maintenance of Corporate Records. The Corporation shall keep adequate and correct books and records of account, written minutes of the proceedings of its members, board and committees of the board, and a membership book containing the names and addresses of the members in any written form or other form capable of being converted into a written form.

Section 2. Annual Report. The Corporation shall notify each member yearly of the member's right to receive a financial report, upon written request of a member. Upon such request, the board shall promptly cause the most recent annual report to be sent to the requesting member, including by electronic transmission. An annual report shall be prepared not later than 120 days after the close of the Corporation's fiscal year. The annual report shall contain, a balance sheet and income statement and statement of cash flow, a statement of the place where the names and addresses of the current members are located, a statement of transactions involving self-dealing, indemnifications, or advances between the Corporation, and any director, officer or holder of more than ten percent (10%) of its voting power and any additional information required by the California Nonprofit Corporations Code.

## **ARTICLE IX. EMERGENCY PROVISIONS**

Section 1. General. The provisions of this ARTICLE IX shall be operative only during a national emergency declared by the President of the United States or the person performing the President's functions, or in the event of a nuclear, atomic, or other attack on the United States or a disaster making it impossible or impracticable for the Corporation to conduct its business without recourse to the provisions of this ARTICLE IX. The provisions of this ARTICLE IX in that event shall override all other Bylaws of the Corporation in conflict with any provisions of this ARTICLE IX, and shall remain operative as long as it remains impossible or impracticable to continue the business of the Corporation otherwise, but thereafter shall be inoperative; provided that all actions taken in good faith pursuant to these provisions shall thereafter remain in full force and effect unless and until revoked by action taken pursuant to the provisions of the Bylaws other than those contained in this ARTICLE IX.

Section 2. Unavailable Directors. All directors of the Corporation who are not available to perform their duties as directors by reason of physical or mental incapacity or for any other reason or whose whereabouts are unknown shall automatically cease to be directors, with the same effect as if they had resigned as directors, so long as their unavailability continues.

Section 3. Authorized Number of Directors. The authorized number of directors shall be the number of directors remaining after eliminating those who have ceased to be directors pursuant to Section 2 of this ARTICLE IX.

Section 4. Quorum. The number of directors necessary to constitute a quorum

shall be the number bearing the same proportional relationship to the number of directors remaining pursuant to Section 2 of this ARTICLE IX as the quorum established under normal operations.

Section 5. Directors Becoming Available. Any person who has ceased to be a director pursuant to the provisions of Section 2 of this ARTICLE IX and who thereafter becomes available to serve as a director shall automatically resume performing the duties and exercising the powers of a director unless the term of office of that person has expired in accordance with its original terms and a successor has been selected and qualified.

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CERTIFICATE OF SECRETARY

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I, the undersigned, do hereby certify that:

(1) I am the duly elected and acting Secretary of AMERICAN DATE INDUSTRY EXPORT TRADE ASSOCIATION, a California nonprofit mutual benefit corporation; and

(2) The foregoing Bylaws, comprising nine (9) articles and nineteen (19) pages, constitute the Bylaws of the Corporation duly adopted by the Board of Directors effective as of SEPTEMBER 30TH \_\_\_\_\_, 2022, they have not been amended or modified since that date.

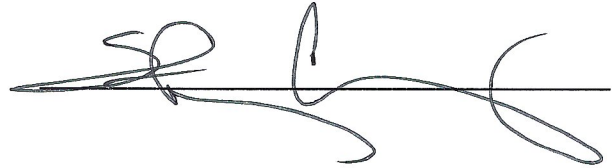
IN WITNESS WHEREOF, I have hereunto signed my name this \_\_\_\_\_ 30TH day of \_\_\_\_\_ SEPTEMBER \_\_\_\_\_, 2022.

DocuSigned by:  
*Stacy Creasy*  
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\_\_\_\_\_  
Stacy Creasy \_\_\_\_\_, Secretary

Verification

Stacy Creasy, being first duly sworn, on oath deposes and says that he is an officer, to wit, President of the American Date Industry Export Trade Association, a California nonprofit corporation; that he has read the foregoing written statement to the Federal Trade Commission dated December 20, 2024, and that it is in all respects true and correct.



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 )  
 ) ss  
COUNTY OF Madera )

On December 30, 2024 before me, Anahi Dominguez Lopez, Notary Public, personally appeared Stacy Ratcliff Creasy who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(ies), and that by his/~~her~~/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Signature

