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Amy Sommer Anderson #282634
AROPLEX LAW
156 2nd Street
San Francisco, CA 94105
Phone: 415-529-5148
Facsimile: 415-970-5016
Email: Anderson@aroplex.com

Attorney for Plaintiff,
PACIFICA DIRECTORS FOR GOOD GOVERNANCE

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BY FAX

SUPERIOR COURT OF CALIFORNIA

COUNTY OF ALAMEDA

Case No. HG14720131

PACIFICA DIRECTORS FOR GOOD GOVERNANCE, an unincorporated association,

Plaintiff(s),

v.

PACIFICA FOUNDATION RADIO, a California Not-for-Profit Corporation; RODRIGO ARGUETA, LYDIA BRAZON, JIM BROWN, BENITO DIAZ, ADRIANA CASENAVE, BRIAN EDWARDS-TIEKERT, JOSE LUIS FUENTES, HANK LAMB, TONY NORMAN, LAWRENCE REYES, CERENE ROBERTS, and MARGY WILKINSON in their official capacities as members of the Board of Directors of Pacifica Foundation Radio; and DOES 1-100, inclusive,

Defendant(s).

COMPLAINT FOR DECLARATORY, PRELIMINARY AND PERMANENT INJUNCTIVE RELIEF

Plaintiff, PACIFICA DIRECTORS FOR GOOD GOVERNANCE (hereafter referred to as "PDGG"), alleges as follows:

STATEMENT OF THE CASE

1. This action is brought by PDGG to prevent Defendant Pacifica Foundation Radio and each named defendant board member from causing unlawfully-motivated irreparable harm to Pacifica Foundation Radio and its directors, officers, employees, members, affiliates, listeners, other specific and general beneficiaries, and the general public (collectively "PFR Members") by unlawful actions of Defendant board members with respect to the improper, unlawful and fiscally reckless termination of PFR Executive Director Summer Reese ("Ms. Reese") and actions that followed, including re-hiring a former Chief Financial Officer who was under investigation for, *inter alia*, sexual harassment and other workplace complaints. As provided in further detail herein, such actions were violative of PFR's Bylaws, breaching Defendants' fiduciary duties in violation of CA Corporations Code § 5210.

2. This action is brought by PDGG against all Defendants to prevent the irreparable harm that will occur to PFR if Defendants' ill-achieved actions are permitted to stand, as such action interferes with the operation and management of PFR, including day-to-day functions of the Executive Director in managing PFR's staff, finances and outside litigation matters. Defendants' actions further threaten the integrity of the fragile nonprofit organization, which cannot afford to suffer the imminent loss of its insurance coverage nor for financial and directorial support on which PFR so critically depends right now. Thus, PDGG requests declaration of the Court holding Defendants' putative board decision to terminate Ms. Reese null and void, thereby causing Ms. Reese to be reinstated as Executive Director of PFR.

3. If Defendants are not prohibited from terminating Ms. Reese in violation of her employment contract with PFR, Defendants will continue to take both actual and constructive measures to oust Ms. Reese from her position, as well as from the PFR premises, and interfere with

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Ms. Reese's lawful and necessary directorship of the organization, and such action will imminently and irreparably cause catastrophic and potentially fatal damage to PFR and the general public as provided herein. Thus, this action is further brought by PDGG to prevent the Board of Directors from violating any and all California statutes and PFR Bylaws regarding appointment, termination and regulation of directors, officers, and employees, and to mandate maintenance of the *status quo* pending judgment on Plaintiff's request for permanent injunctive relief.

4. Plaintiff PDGG seeks preliminary and permanent injunction to restrain Defendants from taking further action causing, *inter alia*, waste of public funds. Code Civ. Proc. §526a.

5. Plaintiff makes each and every allegation on information and belief and provides further of their allegations through the attached Declarations of Executive Director Summer Reese and Board Director Carolyn Birden, including the exhibits attached thereto, each of which is incorporated herein by reference.

PRELIMINARY ALLEGATIONS

6. Plaintiff Pacifica Directors for Good Governance is now, and at all times mentioned in this complaint has been, an unincorporated voluntary association comprised of the individual members Carolyn Birden, Janet Coleman, Heather Gray, Kim Kaufman, Luzette King, Janet Kobren, Janis Lane-Ewart, Manijeh Saba, and Richard Uzzell, said nine individuals being directors of Pacifica Foundation Radio.

7. Defendant, Pacifica Foundation Radio ("PFR"), is now, and at all times mentioned in this complaint has been, a California 501(c)(3) nonprofit corporation existing in Alameda County, California. Pacifica Foundation Radio was organized to establish a foundation organized and operated exclusively for educational purposes, no part of the net earnings of which inures to the benefit of any member of the Foundation.

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8. PFR is the country's preeminent community-radio network, having five main broadcasting stations and some 180 affiliates in most parts of the country. Approximately 80,000 of its listeners donate private money to maintain such operations. PFR owns licenses for operation of radio stations (KPFK-FM, WPFW-FM, KPFT-FM, WBAI-FM, KPFA-FM) granted by the Federal Communications Commission and maintains the Pacifica Radio Archives and the Audioport content distribution system, which provides program content to 180 affiliated stations.

9. PFR Bylaws provide for a minimum of 22 and a maximum of 23 members on the Board of Directors. As described in detail below, PFR's current Board has—and has had since January 30, 2014—a mere 21 members since Mr. Tony Norman is and has at all times relevant been an elected public official and, therefore is ineligible to serve and must be deemed to have resigned from service to the PFR Board.

10. Defendant MARGY WILKINSON ("Ms. Wilkinson") is an individual who, at all relevant times herein, is and has served as Chair of the Board of Directors of PFR. Ms. Wilkinson is sued herein solely in her capacity as a member and Chair of the PFR Board.

11. Ms. Wilkinson's position as Chair is presently heavily disputed based on circumvented rules of officer election as further described herein. Ms. Wilkinson was found by the California Court of Appeals to have likely committed a breach of fiduciary duty against PFR in 2012 for collecting pledges for a private organization from members of the public who intended to donate to Pacifica station KPFA (RG1115942). Ms. Wilkinson participated in an election for the position of Board Chair in which each of the two candidates nominated to that position received 11 votes. Article Nine, Section 2 of the Bylaws provides that the Chair of the Board "shall be elected by the Board at its annual meeting in January each year using the Instant Runoff Voting method." On February 8, 2014, Ms. Wilkinson used a mismarked ballot to "tie" her with the second and only

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other candidate, each then having 11 votes each, and Ms. Wilkinson assumed the position of Chair.. As such, the Board did not follow the required instant runoff voting method to resolve the tie, which requires breaking a tie by drawing lots or coin toss, and, thus, Ms. Wilkinson was not properly elected to the position of Board Chair. Further, for the reasons presented herein, Mr. Norman had constructively resigned from the Board and, as such, his vote in favor of appointing Ms. Wilkinson as Chair was null, leaving Ms. Wilkinsin with a minority 10 out of 21 votes. Thus, Ms. Wilkinson has acted in the unelected yet assumed position of Chair since February 8, 2014 in violation of PFR Bylaws.

12. Defendant TONY NORMAN ("Mr. Norman") is an individual who, at all relevant times herein, is and has served as Vice Chair of the Board of Directors of PFR. Mr. Norman is sued herein solely in his capacity as putative Vice Chair of the PFR Board, as Mr. Norman is ineligible to serve on the PFR Board and is holding his position in violation of the organizational Bylaws, which prohibit elected officials from serving on the Board as further provided herein.

13. Article Five, Section 1.B. of the Bylaws provides: "[N]o person who holds any elected or appointed public office at any level of government -- federal, state, or local -- or is a candidate for such office, shall be eligible for election to the position of Director. A Director shall be deemed to have resigned the position of Director if s/he becomes a candidate for public office or accepts a political appointment during his or her term as a Director." Thus, Mr. Norman, who failed to reveal his position as an elected official at the time he pursued membership on the Board, holds a putative position as member and Vice Chair of the PFR Board in violation of the PFR Bylaws and must, at the least, be deemed to have resigned such position upon its acceptance. As such, Mr. Norman's presence at Board meetings cannot be counted toward a quorum, and his illegitimate votes on Board actions cannot be considered.

14. Defendant CERENE ROBERTS ("Ms. Roberts") is an individual who, at all relevant times herein, is and has served as Foundation Secretary and a member of the Board of Directors of PFR. Ms. Roberts is sued herein solely in her capacity as a member of the PFR Board and Foundation Secretary. Since assuming office, Ms. Roberts has caused PFR to violate the CA Corporations Code and Corporation for Public Broadcasting Open Meeting Requirements, compromising more than $1 million in annual funding as further provided herein. Since assuming office in early February 2014, Ms. Roberts has repeatedly failed to produce draft minutes of the PFR Board meetings, including providing to the public a written statement containing an explanation of the reasons for conducting closed meetings, which is in violation of Section 396(k)(4) of the Communications Act and compromises the dispersement of more than $1 million in annual funding.

15. Defendant JOSE LUIS FUENTES ("Mr. Fuentes") is an individual who, at all relevant times herein, is and has served as a member of the Board of Directors of PFR. Mr. Fuentes is sued herein solely in his capacity as a member of the PFR Board. On February 18, 2014, a complaint was filed with the CA Bar Association against Mr. Fuentes for his behavior at a Board meeting on February 7, 2014 as further described herein.

16. Defendants RODRIGO ARGUETA, LYDIA BRAZON, JIM BROWN, BENITO DIAZ, ADRIANA CASENAVE, BRIAN EDWARDS-TIEKERT, HANK LAMB, and LAWRENCE REYES are individuals who, at all relevant times herein, are and have served as members of the Board of Directors of PFR. Each such defendant is sued herein solely in his/her capacity as a member of the PFR Board.

17. The Real Parties in Interest and Defendants named herein as DOES 1 through 100, inclusive, are unknown to Plaintiff PDGG, who therefore sue such "DOE" parties by such fictitious names pursuant to Section 474 of the Code of Civil Procedure. PDGG are informed, believe and

thereon allege that DOES 1 through 100 have improperly influenced or attempted to influence one or more of the Directors' official actions, including but not limited to voting on corporate matters. PDGG will amend this pleading to assert the true names and capacities of the fictitiously designated "DOE" parties when the same have been ascertained.

18. PDGG has standing to assert the claims pleaded herein based on each such member's fiduciary duties as current members of the Pacifica Foundation Radio's Board of Directors.

19. At all times mentioned herein, PFR has received the benefit of five Federal Communications Commission licenses, as well as grant funding from the Corporation for Public Broadcasting which names putative Executive Director, Summer Reese, as Grants Administrator and Licensee Official.

20. On or about January 20, 2012, the Board of Directors approved the most recent version of the Bylaws of the Pacifica Foundation (hereafter "Bylaws"), a true and correct copy of which is incorporated herein by reference and attached hereto as Exhibit A8.

21. The Bylaws provide, *inter alia*, that the Board of Directors hire an Executive Director. The Bylaws provide: "The President of the Foundation shall be referred to as the 'Executive Director.' The Executive Director shall be the general manager, chief executive officer and chief administrator of the Foundation. S/he shall be selected, supervised and discharged by the Board. In addition, his/her performance will also be subject to annual evaluation by each Local Station Board, which may make recommendations to the Board." Bylaws Article 9, Section 7A.

22. On or about August 17, 2012, Summer Reese became the Interim Executive Director of Pacifica Foundation Radio.

23. On or about January 30, 2014, Ms. Reese accepted the position of Executive Director at PFR, and PFR and Ms. Reese entered into a three-year employment contract (the "Contract"), a

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true and correct copy of which is incorporated herein by reference and attached hereto as Exhibit A1. Specifically, the Contract provides that at no time during the term of the agreement can Ms. Reese be fired for any reason other than for one or more of the causes set out in Section V. Termination for Cause, which include: (i) a willful breach of this Agreement or the willful and repeated neglect by Reese to perform duties that she is required to perform as Executive Director; (ii) being charged with any criminal act related to employment at Pacifica; and (iii) conduct that violates Pacifica's established work rules in a substantial manner. No member of the Board has ever alleged that Ms. Reese committed any act subjecting her to termination for cause.

24. The Contract further provides that Ms. Reese's termination is subject to performance review by the Board, which was never conducted or even proposed.

ACTIONS TO REMOVE SUMMER REESE AS EXECUTIVE DIRECTOR

25. For religious reasons, Ms. Reese does not have and as a result, has never provided a social security number to PFR during her term as Interim Executive Director and as Executive Director. PFR has complied with all laws relative to requesting such information and providing it on tax documents.

26. On or about February 7, 2014, the Board held a meeting and director Jose Luis Fuentes moved to terminate Executive Director Reese on the basis of her refusal to provide a social security number to PFR due to religious convictions. Said action was made in violation of Ms. Reese's employment agreement and against the advice of *all retained counsel* as described heretofore.

27. On or about February 7, 2014, then-General Counsel Terry Gross ("Mr. Gross") was present at the PFR Board meeting via telephone and advised that not having a social security number (SSN) is not against the law and that there are ways an employer can handle such a situation with the

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Internal Revenue Service, and that firing an employee on such a basis would leave Pacifica vulnerable to costly legal action.

28. On or about February 7, 2014, employment attorney Cathy Harris was present for the meeting of the PFR Board meeting referenced above, at which she was asked to provide legal counsel to the Board on a number of personnel matters.

29. On or about February 7, 2014 and at the PFR Board meeting, Board member Mr. Fuentes verbally threatened and harassed the employment attorney who was retained by the Board specifically for the purpose of receiving counsel on personnel matters. Mr. Fuentes's reckless and petulant conduct forced said counsel to flee from the Board meeting, thereby depriving the Board of her valuable human resources expertise at a time when the Board was faced with making critical personnel decisions. A complaint has been filed with the CA State Bar Association against Mr. Fuentes, who is a licensed CA attorney. A true and correct copy of the complaint is incorporated herein by reference and attached hereto as Exhibit A7.

30. On February 8, 2014, Ms. Harris sent to the Board an email recapping the events of her involvement in the February 7, 2014 meeting and reiterating her recommendations regarding personnel matters before the Board during the February 7th meeting.

31. At all times, Defendants have failed to hire, obtain, seek, or solicit any such attorney to attend any meeting of the PFR Board of Directors where such attorney has been given an opportunity to provide the necessary guidance in the conduct of PFR's sensitive employment matters, nor has any individual defendant offered, moved, proposed, or suggested that voting on PFR's business be deferred until review of such is made by qualified counsel.

32. Since their seating on the PFR Board of Directors on the night of January 30, 2014, Defendants have attended meetings thereof without the attendance or advice of any professional

trained specifically in the personnel matters appearing on the agenda for those meetings. In fact, at only two PFR Board of Directors meetings held since being seated, but *not* on February 10, 2014 when the board voted not to recognize the contract of the Executive Director and to restrict her authority to perform her duties, was General Counsel in attendance.

33. In consequence of Defendants' said acts and omissions, which they committed over the objections of PDGG, Defendants have placed in serious and imminent peril the insurability of PFR as an employer. A true and correct copy of the March 13, 2014 electronic mail of Don D. Cooper of DerManouel Insurance Group as forwarded to and notifying the Board is incorporated herein by reference and attached hereto as Exhibit A2.

34. On or about March 13, 2014, Executive Director Reese sent all members of the PFR Board of Directors, including all Respondents, an electronic mail containing Mr. Cooper's said advisementinforming the Board of PFR's imminent uninsurability. Defendants have failed to so much as acknowledge the critical nature of the communication, even after Ms. Reese brought it to the attention of Board attendees at a PFR Board meeting that evening.

35. On or about March 13, 2014 at an improperly noticed meeting of the Board, Defendant Fuentes, moved to terminate Ms. Reese's employment with PFR, effective immediately and without notice.

36. No member of PDGG received notice that the subject of Ms. Reese's employment was slated for discussion at said meeting.

37. On or about March 13, 2014, each Defendant, excepting Ms. Wilkinson who refrained from voting on this matter, voted to terminate Ms. Reese's employment prior to performance evaluation and without any stated cause in direct breach of the Contract. Defendants, individually and collectively, did so without making any attempt to comply with any of the

requirements contained in Article V of the Contract. Seven directors, six of whom are members of the plaintiff association PDGG voted against terminating Ms. Reese's employment contract, and three members were absent from the meeting, two of which were absent for reasons directly due to improper notice of said meeting.

38. PDGG alleges that Defendants cast their March 13, 2014 votes in reckless disregard of the sensitive legal consequences and implications of those personnel matters on which they have voted since their ascendancy to power on January 30, 2014, and without PFR's general counsel or any agent thereof in attendance since February 9, 2014. PFR's harms are imminent and ongoing, and Defendants, individually and/or collectively, cause such harms notwithstanding the well-understood role of corporate directors to receive relevant information and follow proper noticing and Board meeting regulations before attempting to take official Board action.

39. Believing her employment contract to be valid and the Board's action in terminating it to have been taken unlawfully, Ms. Reese continued performing her duties as Executive Director to the best of her ability in the face of active opposition by Defendants who have attempted to lock her and her employees out of the PFR premises using padlocks and changing security access codes and to interfere with execution of her duties by, among other things, attempting to change authorized individuals on PFR's bank accounts and terminate Ms. Reese's access to PFR email and files. On March 17, 2014, Ms. Reese sent an email to her PFR staff to the effect that she would be honoring her contract and continuing to report for work, a true and correct copy of which is incorporated herein by reference and attached hereto as Exhibit A3.

40. On March 23, 2014, select members of the PFR community filed an official complaint with the California Attorney General regarding the unlawful termination of PFR's Executive Director, a true and correct copy of which is incorporated herein by reference and

attached hereto as Exhibit A6.

41. On or about March 27, 2014, Mr. Gross, PFR's only general counsel, resigned from any association or representation of PFR or its Board of Directors.

REINSTATEMENT OF FORMER CFO RAUL SALVADOR

42. Since assuming the position of Executive Director, Ms. Reese has taken corrective actions to cure and prevent fraud and other unlawful or inappropriate internal corporate conduct, some of which appears to be directed and/or sanctioned by the defendant directors. These actions include, among other things, suspending the employment of former Chief Executive Officer Raul Salvador due to suspicious and incompetent accounting activities, as well as a complaint against him for sexual harassment.

43. The PNB Personnel Committee conducted a job performance evaluation of Salvador and reported its findings, as well as its recommendation that Salvador not be offered further employment, to the Board on December 16, 2013, a true and correct copy of which is attached hereto as Exhibit A4.

44. On or about January 4, 2014, Ms. Reese sent a formal letter of termination to Salvador, a true and correct copy of which is attached hereto as Exhibit A5.

45. The defendant Directors, who comprise the board majority, voted to re-hire the terminated CFO on February 9, 2014 with an effective hiring date of February 7, 2014. The motion to re-hire Salvador kept him on paid administrative leave pending the findings of the workplace investigation.

46. Prior to the February 7, 2014 meeting, Ms. Reese contacted PFR's human resources consulting firm, Holman HR, and initiated a workplace investigation regarding the complaints

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against Salvador so the workers and the organization would be protected by virtue of exercising due diligence regarding this particular personnel matter.

47. On or about March 18, 2014, the workplace investigation initiated by Ms. Reese against Salvador was completed and the ostensible Chair, Margy Wilkinson, took possession of the investigation report, the underlying interview notes and other related documentation from Robert McCree, an independent workplace investigator contracted through Holman HR. To date, Ms. Wilkinson has failed to produce said report or disclose its existence and the fact that it is in her possession to the other directors.

48. Despite suppression of the investigatory report and absence of Board vote on the findings of the report, the Board majority has voted to make the CFO a signatory on the foundation's bank accounts and instructed employees to grant him remote access to the foundation's email and accounting systems.

49. Given the absence of rationale for terminating Ms. Reese's employment contract and the presence of significant liability to PFR in re-hiring the previously terminated CFO without review or consideration of the results of the outside HR firm's investigation, Defendants' said actions appear to be motivated by retaliation against Ms. Reese for implementing and enforcing strict internal accounting controls regarding financial accounting and reporting and/or in an attempt to prevent discovery of numerous suspicious finance-related activities.

50. One such source of suspicious activity is PFR's opaque accounting system, maintained by PFR's former controller, who resigned from nine years of employment with the foundation after being confronted with personal charges to the company credit card, and that controller's staff, which produced over $7 million dollars in "suspense" accounts in fiscal 2012, the last audited year. According to the company's auditors, a "suspense" account is one which is

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"unexplainable or lacks sufficient documentation." Station KPFA has not turned over its reconciled books for the past eighteen months, causing substantial delay in the start of field work on the fiscal 2013 audit, which should have already been completed by now. The Corporation for Public Broadcasting ("CPB") has been withholding over a million dollars in grant funding for a variety of reasons, including compliance with the Communications Act, for which Ms. Reese appointed a compliance officer.

51. Current, audited financials are legally required in order to obtain the release of PFR grant funding, as well as to maintain nonprofit status with the IRS and charitable compliance in multiple jurisdictions. The start of audit fieldwork has been postponed until June 2014 because PFR does not have KPFA's books. This creates significant doubt that PFR will meet an extended tax-filing deadline of August 15, 2014. PFR will not see any CPB funds until next fiscal year and now faces loss of a portion of the past due grant funds. PFR desperately needs these funds to meet operating costs around the country.

52. Because of the significant accounting control deficiencies identified by the auditors and which Ms. Reese was attempting to remedy prior to the sudden illegal vote to terminate her, she has been in communication with the Counsel of the Inspector General's Office of the Corporation for Public Broadccasting, and has provided that office with significant financial information regarding the operations of the network's financial systems and possible criminal activity that she has identified in the course of addressing internal control and regulatory compliance issues.

53. KPFA business manager Maria Negret, was given a deadline of March 13, 2014 to turn over reconciled books. The PFR Interim Controller, Maria Gaite, attempted to collect the KPFA books on March 13, 2014, but Maria Negret refused to turn them over because, according to her statements that day "she doesn't have to do what Summer Reese tells her." Thus, it would

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appear the KPFA business manager was informed the same day the Board voted to terminate Ms. Reese that the Board would be taking such action and that she was instructed that she either should not or is not required to turn over the station's books.

54. If Defendants' decision to terminate Ms. Reese's employment contract and the decision to re-hire Salvador as Chief Executive Officer are allowed to stand, PFR faces imminent and substantial risk of potentially fatal financial hardships, as well as irreparably lost opportunities to investigate questionable internal financial reporting.

FIRST CAUSE OF ACTION
[Declaratory Relief]

55. Plaintiff refers to and incorporates by reference each and every allegation set forth above as if fully set forth here.

56. Plaintiffs contend that the PFR Board's decisions to re-hire Raul Salvador on February 9, 2014 and to terminate Ms. Reese on March 13, 2014 are unenforceable on the grounds that:

(a) The Board meeting held March 13, 2104 was improperly noticed;

(b) The members of the Board were not notified that a vote regarding Ms. Reese's termination would be held at said meeting;

(c) The votes collected regarding Ms. Reese's termination were improperly and unlawfully tallied since Mr. Norman does not hold a legitimate position as director of the Board; and

(d) There exists no official instrument on which Defendants do or can base their assertion that Mr. Salvador has been duly re-hired or that Ms. Reese's employment contract was duly terminated, as no minutes from said meetings have been approved by the Board.

57. Plaintiff seeks a judicial declaration that:

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(a) The PFR Board action to terminate Ms. Reese's January 30, 2014 employment contract is null and void;

(b) Ms. Reese's executive employment contract remains in effect and binding upon Pacifica Foundation Radio and its agents;

(c) Ms. Reese is unrestricted in exercising authority as Executive Director as provided in her employment contract and in PFR's Bylaws, particularly with respect to personnel management;

(d) All Board members are entitled to receive any and all reports of PFR employee or candidate investigations that have been produced to the Executive Director or to any other member of the Board *prior* to deliberating or voting on the matter of such person's employment; and

(e) Mr. Raul Salvador has not been properly re-hired as Chief Executive Officer or in any other capacity, and, as such, Mr. Salvador is not entitled to—and shall not receive—permission to access PFR premises, accounts, documents, electronic mail or any other PFR real, accounting or intellectual property.

SECOND CAUSE OF ACTION

[Preliminary and Permanent Injunctive Relief]

58. Plaintiff refers to and incorporates by reference each and every allegation set forth above as if fully set forth here.

59. On or about February 7, 2014 and continuing to the present, Defendants have wrongfully and unlawfully caused Board actions to be taken in violation of PFR's Bylaws and the laws of the State of California as provided heretofore. Consistent with their actions and threatened actions, Defendants are presumed to continue taking action in furtherance of removing Ms. Reese from her rightful position as Executive Director of PFR, including removing her permissions to act on behalf of PFR, such as with PFR's lending institutions, and physically preventing Ms. Reese

from performing her employment duties such as by lockout or even arrest. Defendants are further presumed to continue taking actions allowing and enabling duly terminated former Chief Financial Officer Raul Salvador to access PFR premises and property, including PFR's accounting records.

60. On or about February 7, 2014, and at other times between that date and the present, Plaintiff has demanded that Defendants refrain from committing the above acts, but Defendants have refused and have threatened to take extreme and reckless actions in furtherance of such acts unless immediately enjoined by this Court from doing so.

61. As a result of Defendants' acts, PFR has sustained and will continue to sustain great and irreparable injury in that:

a) Defendants have wrongfully and unlawfully caused Board actions to be taken in violation of PFR's Bylaws and the laws of the State of California. Consistent with their actions to date, Defendants are presumed to continue taking action in furtherance of removing Ms. Reese from her rightful position as Executive Director of PFR, including removing her permissions to act on behalf of PFR, such as with PFR's lending institutions, and physically preventing Ms. Reese from performing her employment duties such as by lockout or even arrest. As further explained below, PFR cannot afford any further lapse in operations, and it cannot operate without a competent and loyal Executive Director.;

b) If unrestrained, Defendants ongoing actions will cause immediate and irreparable injury to Pacific Foundation Radio and its directors, officers, employees, members, affiliates, listeners, other specific and general beneficiaries, and the general public (collectively "PFR Members") in that: PFR is susceptible to a likely and imminent lawsuit from the unlawfully discharged Executive Director, Ms. Reese, for breach of her three-year employment contract, which poses a financial risk to PFR of at least $315,000 in

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compensatory damages plus costs and fees; PFR will be subject to debilitating financial risk caused by unlimited liability to lawsuits due to likely cancellation and non-renewal of directors and officers, employment, and possibly other types of currently-held liability insurance; PFR will suffer damage by paying a salary for the re-hired CFO who is still under investigation for a sexual harassment complaint and who further puts PFR at risk of committing regulatory infractions due to his demonstrated inability to produce the required financial reports for the PFR Board and the audit firm, including filing an incomplete 990 form requiring an amendment and allowing bank accounts to remain unreconciled at a minimum of two divisions for up to a year; and PFR will suffer a substantial risk of loss of the Federal Communications Commission broadcasting license at PFR's station WBAI, which is worth an estimated $65 million, resulting from that station's failure to succeed in the imminent license renewal process due to PFR's inability to demonstrate financial viability because of the reckless actions of the PFR Board.

c) In addition to posing risk of significant loss as described above, Defendants' actions have directly resulted in substantial delay in the start of fieldwork on the fiscal 2013 audit, which should have already been completed by now. The Corporation for Public Broadcasting ("CPB") has been withholding over a million dollars in grant funding for a variety of reasons, including compliance with the Communications Act. PFR simply cannot afford further delay in the release of these much-needed funds. PFR is in a fragile state of financial affairs due to longstanding debt and significant and expensive employment litigation, and—absent day-to-day functions of an experienced Executive Director with a track record of successfully managing corporate operations, who has

never received so much as a negative review or complaint, and who demonstrates resolve to implement internal controls to cure and prevent fraud and other unlawful or otherwise inappropriate corporate conduct—PFR stands to quickly lose grasp of the remaining hold it has over its own sustainability.

d) Plaintiff cannot be fully compensated in damages, is without an adequate remedy at law because the exact amount of damage plaintiff will sustain will be difficult to determine, and the threat that Defendants will continue to place PFR at further risk of criminal and civil sanctions by further violating the Bylaws, violating their duties and fiduciaries to the public trust and potentially taking extreme and deliberate action to obstruct PDGG and Executive Director Reese's painstaking efforts to implement and enforce internal operational controls is likely and substantial based on Defendants' actions as described and referenced herein.

e) Further, if the Board's decision to terminate Ms. Reese's employment contract and the decision to re-hire Salvador as Chief Executive Officer are allowed to stand, PFR not only faces imminent and substantial risk of potentially fatal financial hardships, it will irreparably lose opportunities to investigate questionable internal financial reporting, which is the subject of over $7 million in questionable accounting.

f) Defendants have placed in serious and imminent peril the insurability of PFR for employment, governance and likely other types of loss. Thus, even if Defendant directors are indemnified for their activities by PFR—which, incidentally, is questionable given their conduct outside the scope of their duties as fiduciaries—any award for pecuniary relief would be borne entirely by PFR, its members, employees, listeners and others for

whose interest injunctive relief is sought and will not be covered by PFR's D&O coverage, which will be lost due to Defendants' acts.

g) Defendants have refused to comply with PFR Bylaws and the terms of existing, Board-approved employment contracts and other high-level personnel decisions and have continued to take actions preventing Ms. Reese and other employees from performing their critical duties in operating PFR, including padlocking the PFR premises, terminating Ms. Reese's access to her PFR email and electronic files, and attempting to change PFR security access codes and access to bank accounts. These are among the types of activities that will continue to follow from Defendants' unlawful actions, and such activities performed in purposeful obstruction of the PFR operations necessarily pose significant risk to the sustainability of the organization, which is both short- and long-term harm that no remedy at law can repair.

h) The likely repercussions of allowing Defendants' actions to stand extend far beyond foreseeable economic hardships to PFR and cause a cascade of resulting events that present a very real risk of obliterating the confidence and support of the public, on whom it relies for funding, directorship and its very existence as a public broadcasting organization. Without public confidence and support, PFR will lose its listenership, public funding and interest, participation and advocacy of its current and would-be directors.

i) If left unrestrained, Defendants' actions would result in a multiplicity of judicial proceedings in that employment actions for, *inter alia*, unlawful termination, as well as multiple director and member lawsuits to manage the ramifications of the unlawful actions Plaintiff seeks to be enjoined would ensue.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff demands judgment for:

1. Declaration finding Ms. Wilkinson's March 13th decision allowing Mr. Fuentes's motion to terminate Ms. Reese's January 30, 2014 employment contract null and void and declaring said employment contract in effect and binding upon Pacifica Foundation Radio and its agents;

2. Preliminary and permanent injunction enjoining defendants Pacifica Foundation Radio, Rodrigo Argueta, Lydia Brazon, Jim Brown, Benito Diaz, Adriana Casenave, Brian Edwards-Tiekert, Jose Luis Fuentes, Hank Lamb, Tony Norman, Lawrence Reyes, Cerene Roberts, and Margy Wilkinson and their agents, employees, officers, attorneys, and representatives from engaging in or performing any of the following acts:

a) violating Pacifica Foundation Radio's Bylaws dated January 20, 2012;

b) approving or executing on any board decision resulting from or otherwise the subject of procedural violation of the Bylaws in reaching such decision or performing such execution;

c) breaching the terms of the January 30, 2014 employment contract Pacifica Foundation Radio holds with its Executive Director, Summer Reese;

d) taking or causing to be taken any action in furtherance of purported Board decisions—including but not limited to the attempted termination of Ms. Reese and re-hiring of Mr. Salvador—absent documentation of Board approval of such decision in compliance with PFR's Bylaws, said documentation being either unanimous written consent where action was taken outside of a meeting or the corresponding meeting minutes and Board approval of the minutes for actions taken during properly noticed and held Board meetings; and

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e) making any further personnel decisions within the purview of the Board without proper Board approval and recordation of such decisions, including documentation of the corresponding meeting minutes and Board approval of the minutes.

3. Costs of this action and other just relief.

DATED: April 3, 2014

AROPLEX LAW

By: _____

Amy Sommer Anderson
AROPLEX LAW
156 2nd Street
San Francisco, CA 94105
Phone: 415-529-5148
Attorney for Plaintiff,
PACIFICA DIRECTORS FOR GOOD GOVERNANCE

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VERIFICATION

I am the elected representative of Pacifica Directors for Good Governance, a party to this action, and am authorized to make this verification on its behalf. I have read the foregoing Complaint for Injunctive Relief and know its contents. I am informed and believe and on that ground allege that the matters stated in the Complaint for Injunctive Relief are true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on April 3, 2014, at ATLANTA, GA.

Heather Gray, PDGG Representative

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A California Law Practice

Amy Sommer Anderson #282634
AROPLEX LAW
156 2nd Street
San Francisco, CA 94105
Phone: 415-529-5148
Facsimile: 415-970-5016
Email: Anderson@aroplex.com

Attorney for Plaintiff,
PACIFICA DIRECTORS FOR GOOD GOVERNANCE

SUPERIOR COURT OF CALIFORNIA

COUNTY OF ALAMEDA

PACIFICA DIRECTORS FOR GOOD GOVERNANCE, an unincorporated association, Plaintiff(s), v. PACIFICA FOUNDATION RADIO, a California nonprofit corporation; RODRIGO ARGUETA, LYDIA BRAZON, JIM BROWN, BENITO DIAZ, ADRIANA CASENAVE, BRIAN EDWARDS-TIEKERT, JOSE LUIS FUENTES, HANK LAMB, TONY NORMAN, LAWRENCE REYES, CERENE ROBERTS, and MARGY WILKINSON in their official capacities as members of the Board of Directors of Pacifica Foundation Radio Inc.; and DOES 1-100, inclusive, Defendant(s).	**Case No. _____** **DECLARATION OF SUMMER REESE IN SUPPORT OF PLAINTIFF'S COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF**

I, Summer Reese, declare:

1. I was Executive Director of Pacifica Foundation Radio in an interim or permanent capacity from August 17, 2012 through March 13, 2014 when I was allegedly terminated without cause.

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2. I make this declaration on information and belief and in support of Plaintiff's request for injunctive relief.

3. I have personal knowledge of the following facts and am competent to testify as to their truth if called as a witness.

4. I served as Chair of the Pacifica National Board during 2011, 2012 and 2013.

5. The ostensible current Chair, Margy Wilkinson, was not properly elected under PFR's Bylaws but rather was tied with the other candidate 11-11 in the vote count. The tie was not broken according to the rules governing IRV (instant-runoff voting).

6. The Board is not presently legally constituted in that the Vice Chair Tony Norman is ineligible to serve because he was an elected official, information he omitted from his candidate statement for the Board where he said he was not an elected official.

7. Secretary Cerene Roberts has been banned for 2+ years from entering the premises of WBAI, the station she supposedly represents, for alleged violence. The Bylaws do not prevent a banned individual from serving on the Board, but it raises suspicion as to the reasoning for her continued service.

8. I became PFR Interim Executive Director on August 17, 2012.

9. The PFR board voted to make permanent my position as Executive Director on November 8, 2013. I signed my offer letter on November 15, 2013, and the organization conducted an investigative background check.

10. I signed my three-year executive employment contract on January 30, 2014, a true and correct copy of which is attached hereto as Exhibit A1.

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11. At no time did I receive any formal complaint with respect to my on-the-job conduct or any performance review as required in Article V of my employment contract. I have done nothing to breach my employment contract, and no one has alleged that I have done so.

12. On March 13, 2014, I notified the Board of a notice I received from PFR's insurance carrier regarding imminent uninsurability of PFR if further reckless employment decisions were made without proper human resources guidance.

13. A true and correct copy of my email to the Board regarding uninsurabilty and including the notice from PFR's insurance provider is attached hereto as Exhibit A2.

14. During the March 13, 2014 meeting, a vote was taken to have human resources counsel available for any personnel decisions. Said matter was referred by the majority to two committees that have not yet been populated by the 2014 Board.

15. Against the prior advice of counsel and absent consultation with counsel regarding my termination on the day of the March 13, 2014 meeting, the Board voted, in closed session, to terminate my employment contract *without cause*, which directly violates the terms of my employment agreement.

16. Further, the minority directors were not notified that the subject of my termination was on the agenda for the March 13, 2014 meeting, rather the agenda provided a motion regarding my job status, as the alleged chair and secretary had arbitrarily begun calling me 'interim' Executive Director on the agenda a week earlier. No one on the minority of the Board was informed that a motion on my employment was planned, yet the vote to terminate my employment contract occurred with no discussion or debate, suggesting the majority faction—Defendants in this action—colluded in taking this vote.

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17. To my knowledge, Defendants have refused to hire, obtain, seek, or solicit any human resources counsel to attend any meeting of the PFR Board of Directors where such attorney might provide the necessary guidance in the conduct of PFR's sensitive employment matters. Nor, to my knowledge, has any Respondent hired, obtained, sought, or solicited any qualified professional in the field of human resources for that purpose.

18. On March 14, 2014, I received an email from Margy Wilkinson informing me of the Board's decision to terminate my employment contract. As access to my PFR email has been restricted, I do not have access to this email.

19. Believing my employment contract to be valid and the Board's action to have been taken unlawfully, I continued performing my duties as Executive Director to the best of my ability in the face of active opposition by Defendants who have attempted to lock me out of the PFR premises using padlocks and changing security access codes and to interfere with execution of my duties by, among other things, attempting to change authorized individuals on PFR's bank accounts and terminate my access to PFR email and files, and intimidating, threatening and harassing my staff. On March 18, 2014, I sent an email to my PFR staff to the effect that I would be continuing to execute my duties under my contract, a true and correct copy of which is attached hereto as Exhibit A3.

20. Since assuming the position of Executive Director, I have taken corrective actions to cure and prevent fraud and other unlawful or inappropriate internal corporate conduct, some of which appears to be directed and/or sanctioned by the defendant directors. These actions include, among other things, suspending the employment of former Chief Executive Officer Raul Salvador due to suspicious and incompetent accounting activities, as well as a complaint against him for sexual harassment, and firing one employee after he intentionally emailed more than fifty

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employees' social security numbers and personal data to dozens of former and then-current board members at the behest of three board members, one of whom still serves on the board.

21. The PNB Personnel Committee conducted a job performance evaluation of Salvador and reported its findings, as well as its recommendation that Salvador not be offered further employment, to the Board on December 16, 2013, a true and correct copy of which is attached hereto as Exhibit A4.

22. On January 4, 2014, I sent a formal letter of termination to Salvador, a true and correct copy of which is attached hereto as Exhibit A5.

23. Concerned about the new board's composition going into the in-person Washington, D.C. meeting February 7-10, 2014, I contacted our human resources consulting firm, Holman HR, and asked that a workplace investigator be appointed to investigate the complaints against Salvador so the workers and the organization would be protected by virtue of exercising due diligence regarding this particular personnel matter.

24. The board majority voted to re-hire the terminated CFO on February 9, 2014 with an effective hiring date of February 7, 2014. The motion to re-hire Salvador kept him on paid administrative leave pending the findings of the workplace investigation.

25. On March 18, 2014, the workplace investigation I initiated against Salvador was completed and the ostensible Chair, Margy Wilkinson, took possession of the investigation report, the underlying interview notes and other related documentation from Robert McCree, an independent workplace investigator contracted through Holman HR. To my knowledge, Wilkinson has failed to produce said report or divulge its existence and the fact that it is in her possession to the other directors.

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26. Despite suppression of the investigatory report and absence of a Board vote on the findings of the report, the Board majority has passed a motion to makethe CFO a signatory on the foundation's bank accounts and instructed employees to give him remote accessto the email and accounting systems. PFR's opaque accounting system maintained by PFR's former controller (who resigned over credit card usage) and her staff produced approximately $7 million dollars in "suspense" accounts in fiscal 2012, the last audited year.

27. Yesterday, the alleged chair, Margy Wilkinson sent an email to my staff informing them that Raul Salvador would be functioning as the CFO going forward and that *he was willing to mediate with them*. Four out of the five office staff at the national office filed complaints against the CFO, which were part of the workplace investigation that has been obsconded with by Margy Wilkinson. None of the employees in the national office are willing to work with the CFO and are frightened by the illegal actions of the board majority and its alleged chair.

28. PFR's opaque accounting system maintained by PFR's former controller and her interconnected accounting staff produced approximately $7 million dollars in "suspense" accounts in fiscal 2012, the last audited year. The auditors define "suspense" accounts as those which are unexplainable or lack sufficient documentation. This means that in the fiscal year that ended right when I came to work for the foundation, more than half of all money in the foundation was in "suspense" accounts.

29. Station KPFA has not turned over its reconciled books for the past eighteen months, causing substantial delay in the start of field work on the fiscal 2013 audit, which should have already been completed by now. The Corporation for Public Broadcasting ("CPB") has been withholding over a million dollars in grant funding for a variety of reasons, including compliance with the Communications Act, for which I appointed a compliance officer.

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30. Current, audited financials are legally required in order to obtain the release of our grant funding. The start of audit fieldwork has been postponed until June 2014 because PFR does not have KPFA's books. This creates significant doubt that PFR will be able to meet an extended tax-filing deadline of August 15, 2014. PFR will not see any CPB funds until next fiscal year and now faces loss of a portion of the past due grant funds. PFR desperately needs these funds to meet operating costs around the country.

31. KPFA business manager, Maria Negret, was given a deadline of March 13, 2014 to turn over reconciled books. The PFR interim Controller, Maria Gaite, attempted to collect the KPFA books on March 13, 2014, but Maria Negret refused to turn them over because "she doesn't have to do what Summer Reese tells her." Thus, it would appear the KPFA business manager was informed that the Board would be taking a vote terminating my employment contract even before the minority of the directors were informed.

32. On March 23, 2014, select members of the PFR community filed an official complaint with the California Attorney General regarding the unlawful termination of PFR's Executive Director, a true and correct copy of which is attached hereto as Exhibit A6.

33. On February 18, 2014, a complaint was filed with the CA State Bar Association against Director Fuentes, who is a licensed CA attorney, for his conduct during the February 7, 2014 Board meeting. A true and correct copy of the complaint is attached hereto as Exhibit A7.

34. On or about January 20, 2012, the Board of Directors approved the most recent complete version of the Bylaws of the Pacifica Foundation (hereafter "Bylaws"), a true and correct copy of which is attached hereto as Exhibit A8.

35. On March 31, 2014, I spoke with Counsel to the Inspector General for the Corporation for Public Broadcasting, Helen Mollick, and supplied to her certain evidence and

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financial documentation, as well as testimony, supporting my contention that I believe wide-spread and systemic financial fraud and misappropriation may have been occurring in Pacifica for a period of several years and the my steadfast efforts to remedy the institutional practices that allow this malfeasance to occur led directly to my sudden, illegal firing by the slim board majority.

36. Based on the facts presented heretofore, I believe there to be substantial evidence indicating concerted and collusive activity of the named individual defendants in this action, said defendants being 12 majority directors capable of constituting a quorum of the Board. Defendants' reckless and unlawful—yet clearly premeditated and coordinated—actions absent any discussion or deliberation during meetings of the full Board indicate Defendants' participation in unnoticed and unlawful private meetings.

37. If the Board's decision to terminate my employment contract and the decision to re-hire Salvador as Chief Financial Officer are allowed to stand, PFR faces imminent and substantial risk of potentially fatal financial hardships, as well as irreparably lost opportunities to investigate questionable internal financial reporting practices.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Summer Reese

Dated: April 3, 2014

Summer Reese, Executive Director

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EXHIBIT A1

EMPLOYMENT CONTRACT

IT IS HEREBY AGREED, by and between Pacifica Foundation Radio, a California Non-Profit Corporation existing pursuant to California law, and Summer Reese, in consideration for the premises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby agree as follows:

I.

TERM OF AGREEMENT

Reese shall serve as Executive Director for Pacifica for a period of three (3) years, until January 30, 2017. The three-year period includes a probationary period of six (6) months, with a performance evaluation prior to the end of the six month period. If the Pacifica evaluation is positive or if the Pacifica National Board fails to perform the evaluation by the end of the probationary period, then the probationary period as per this agreement will be deemed to have been completed.

II.

COMPENSATION

Pacifica shall pay Reese an annual salary in the amount of One Hundred Five Thousand Dollars ($105,000) which shall be effective through January 30, 2017 and be paid in semi-monthly installments. Pacifica shall review Reese's salary annually after the completion of the probationary period and in each year of this agreement on completion of an annual performance evaluation, and consider increases based on merit at Pacifica's sole discretion

III.

BENEFITS

1. Medical, dental, and vision benefits available to other national staff.

2. Retirement benefits available to other national staff.

3. Life Insurance as available to other national staff.

4. Paid sick leave accumulated at the rate of 1.0 days per month. No credit or compensation will be paid for unused sick leave at the conclusion of the Executive Director's employment.

5. Paid vacation accrued at the rate of 1.66 days per month. Executive Director shall be paid for unused vacation leave at the conclusion of her employment at a daily rate equal to one twenty-first of her monthly salary up to the maximum accrual of 35 days. Paid holidays as described: New Year's Day, Martin Luther King Jr's Birthday, President's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving and the day after, Christmas Day, and one discretionary day.

6. A smartphone will be provided with monthly service for the duration of employment. At the cessation of employment, the Executive Director will be allowed to keep her Smartphone and telephone number, and will be required to transfer service into her own name and to her own service provider.

7. You will be provided up to $5,000 with receipts for moving expenses and for a reasonable airfare for your initial trip to Berkeley, CA.

8. You will be provided with a credit card for business use and the Foundation will reimburse you once a Record of the business expenses submitted have been reviewed and approved by the senior financial employee on a monthly basis.

IV

DUTIES OF EXECUTIVE DIRECTOR

The Executive Director shall exercise and be responsible for those duties set out in Appendix A attached and made a part of this agreement as if set out in full. In addition, the Executive Director must provide the PNB with a monthly written summary of activities and promptly advise the PNB of all new hires in the national office and of lawsuits filed against the Foundation or its employees.

V.

TERMINATION FOR CAUSE

Summer Reese shall be removable by Pacifica for cause for the duration of this employment contract and, in that event, Pacifica shall pay Reese severance pay equal to her base salary for the remaining duration of the contract up to a maximum of one year's salary, along with accrued vacation time up to the stated cap. Any termination proceedings will be subject to the Progressive Discipline policies as articulated in the Pacifica Employee Handbook.

The following constitutes cause and is grounds to terminate the employment of Reese.

(i) A willful breach of this Agreement or the willful and repeated neglect by Reese to perform duties that she is required to perform as Executive Director;

(ii) Being charged with any criminal act related to employment at Pacifica;

(iii) Conduct that violates Pacifica's established work rules in a substantial manner.

VI.

SEVERANCE

In the event Pacifica removes Reese for cause after the probationary period, Pacifica shall pay Reese severance pay equal to her base salary for the remaining duration of the contract up the a maximum of one year's salary, along with accrued vacation time up to the stated cap. In the event Reese voluntarily separates from Pacifica during the duration of this contract Pacifica shall pay Reese accrued vacation time up to the stated cap. Reese may only be terminated for cause during the duration of the contract.

VII

PROBATION

The first six (6) months of employment shall be probationary, up to and including the 30th day of July 2014. During the probationary period, Reese shall be compensated as set out in this agreement. During the probationary period, Pacifica shall perform a system-wide performance evaluation of Reese's performance.

If Pacifica should terminate this agreement during the duration of the probationary period, Pacifica shall complete a performance evaluation, demonstrate cause as set out in Paragraph V of this document, and Pacifica shall compensate Reese with 6 months of severance pay equal to her base salary along with accrued vacation time up to the stated cap. A termination during the probationary period would be subject to Human Resources review before being finalized.

Pacifica acknowledges that Reese has filled the position of Interim Executive Director for the period of August 17, 2012 to January 29, 2014 for a period of 17 months, as an at-will employee of the Pacifica Foundation at a salary of $72,000 a year, with identical job duties and work schedule to the position described in this 3-year employment contract. Accordingly, no further period of at-will employment is required prior to the January 30, 2014 beginning date of this employment contract.

VIII

ARBITRATION

As the exclusive means of resolving any dispute arising between them during Reese's tenure in office as Executive Director of Pacifica, including any tort claims, a party may submit any dispute to arbitration administered by the American Arbitration Association under its rules and procedures, or to an arbitrator mutually agreed to by the parties, and each party hereby consents to any such dispute being so submitted. Judgment on the relief rendered in any such arbitration may be entered in any court having jurisdiction. Pacifica shall bear the costs of the arbitration, but the parties shall bear their respective costs for all other expenses in bringing or defending the arbitration petition.

WHEREFORE, the undersigned parties do hereby agree to the terms and conditions whereof and signify their agreement by setting their hands thereto on this Thirtieth day of January 2014.

PACIFICA FOUNDATION

ACTING CHAIR

Date: January 30, 2014

SUMMER REESE

Summer Reese

Date: January 30, 2014

PACIFICA FOUNDATION

Richard Hazell

Pacifica Foundation Radio Board, Secretary

Date: January 30, 2014

Appendix A

Pacifica Foundation's Job Description for Executive Director

TITLE: Executive Director

STATUS: Regular Full time

SITE: National Office – Pacifica Radio

BENEFITS: Medical, Dental, Life, Disability

I. Position Reports to: The Executive Director (ED) is selected, supervised and discharged by, and reports to, the collective body of the Pacifica National Board of Directors (PNB).

II. Definition: The Executive Director (hereafter referred to as "ED") is the President of the Pacifica Foundation, General Manager, Chief Executive Officer, and Chief Administrator, and is responsible for management activities of the Foundation pursuant to the Pacifica Bylaws, including hiring of Station Managers of the five sister stations and National Staff with the exception of the Chief Financial Officer (CFO); implementation of Board policies and bylaws; and oversight of fund raising, development, national programming, financial stability, physical integrity, and compliance with CPB, FCC and ADA rules and regulations. The National Finance Staff works under the direction of the CFO. All Pacifica Staff, including the CFO and other National Finance Staff, report to the ED. Both the CFO and the ED report independently to the board.

III. The ED ensures that the Foundation operates in a fiscally and socially responsible fashion in compliance both with state and federal laws, and with the mission of the Foundation to operate radio outlets that encourage the creative skills and energies of the community; to contribute to a lasting understanding between nations and individuals of all nations, races, creeds and colors; to gather and disseminate information on the causes of conflict between such groups; to promote the study of political and economic problems and of the causes of religious, philosophical and racial antagonisms; and to employ varied sources in the public presentation of accurate, comprehensive news on all matters affecting the community.

DUTIES AND RESPONSIBILITIES:

GENERAL ADMINISTRATION

1. Responsible for fund raising, such as oversight of grant writing, major donor events, direct mail campaigns, etc.
2. Managing and supervising National Staff and General Managers to provide for the effective operation of the Foundation's public radio stations in compliance with the objectives and policies of the Board of Directors and consistent with the Pacifica mission.
3. Appointing and facilitating the work of a National Election Supervisor in each year when elections for delegates are held.
4. Selecting General Managers for each sister station upon vacancy, from candidates presented by the Local Station Board (LSB).
5. Hiring, coordinating and terminating supervised national staff in consultation with the PNB. (Positions include, but are not limited to, the Human Resources Director, Pacifica Radio Archives Director, Assistant to the Director, National Technical Director, Affiliates Program Director, Webmaster, Network Programming Coordinator, News Bureau Director, Administrative Assistant, National Development Director and such others as may approved by the PNB.)
6. Conducting annual evaluations of supervised National Staff and General Managers, with recommendations in consultation with Human Resources where appropriate.

GOVERNANCE

7. Attending and participating in meetings of the PNB and Coordinating Committee, including teleconferences, regular and special meetings.
8. Ensuring the effective organization of in-person PNB meetings, including preparation of Board packets, in cooperation and assisted by the Board Chair and/or Coordinating Committee.

COMMUNICATIONS

9. Conforming to the communication policies established by the Board, including accurate reports and provision of appropriate information for Directors upon request.
10. Supporting the PNB in fulfilling its governance role through regular communication with the Board and its officers.

HUMAN RESOURCES

11. Ensuring that stations and the network are managed according to state, FCC and CPB requirements, including state and federal labor and employment regulations, and that any grievances are addressed and resolved in a fair and timely manner.
12. Participating in union collective bargaining agreement negotiations and responding to union requests in collaboration with the General Managers, the CFO and Human Resources as appropriate.
13. Supervising compliance with Americans with Disabilities Act (ADA).
14. Encouraging equal opportunity and diversity in staffing, management and programming at stations, the Pacifica Radio Archives, and in the National Office.

FINANCES

15. Working with the Chief Financial Officer (CFO), overseeing the Foundation's budget, and providing for fiscal integrity of the Foundation within the approved limits of the PNB.
16. Developing fiscally sound budgets in coordination with the CFO, General Managers, and the Pacifica National Board Finance Committee.
17. Reviewing financial statements with the CFO.
18. Monitoring and/or authorizing expenditures as appropriate in accordance with budgets approved by the PNB, including but not limited to check authorization, reimbursements, consultant hires, and unbudgeted expense approval.
19. Acknowledging major donor contributions and other support in a timely manner.
20. Bringing contracts to the Coordinating Committee and PNB for review and/or approval, based on current policies.

PROGRAMMING

21. Providing opportunities for paid and unpaid staff and volunteers from network and affiliate stations to apply for participation in national coverage and/or national programming.
22. Ensuring the development of excellent national programming that covers major political and cultural events and topics.
23. Ensuring that technical systems, equipment, and structures adequate for the production and distribution of programs are maintained.
24. Responsible for guiding the Foundation through technological changes and taking the lead in defining how to harness new technologies to promote Pacifica and its mission.
25. Overseeing and developing Affiliate relations and other collaborations in order to encourage productive and mutually beneficial relationships.
26. Promoting activities and development that makes it possible for Pacifica to maximize its audience and expand its membership.

LEGAL

27. Managing litigation and other legal matters with the PNB, in consultation with Foundation counsel and other attorneys as needed. The ED and Foundation counsel are responsible for promptly reporting all legal matters to the PNB. Retainers with all attorneys may only be entered into with Board approval in the form of a motion passed by the collective board authorizing said contract.
28. Developing, monitoring and enforcing procedures and policies, and maintaining confidentiality on legal, personnel and other appropriate matters in collaboration with the Human Resources Director or firm.

PROMOTION

29. Serving as spokesperson for the Pacifica Foundation, representing it in business relationships with other national and state nonprofits, government agencies, the media, professional organizations, and similar groups.
30. Expanding positive public awareness of Pacifica through community events, media outreach efforts, and development of promotional campaigns, including prevailing technology and social

media.

31. Coordinate broadcasting, fund drives and other activities which occur between two of more stations.

EXHIBIT A2

Subject: Fw: HR Director

From: summer reese (summerinthedesert@yahoo.com)

To: summerinthedesert@yahoo.com;

Date: Wednesday, March 19, 2014 7:51 PM

From: Summer Reese [mailto:summer@pacifica.org]
Sent: Thursday, March 13, 2014 6:16 PM
To: PNB Board
Subject: Fwd: HR Director

Dear Board of Directors:

This is from our insurance broker today. It is very important that this be addressed promptly. Thank you.

--------- Forwarded message ---------
From: **Don Cooper** <DCooper@dmig.com>
Date: Thursday, March 13, 2014
Subject: HR Director
To: Summer Reese <summer@pacifica.org>

Summer:

As we discussed today, it is imperative that you have an HR specialist on your staff. Most insurance carriers require you to have an HR specialist and not having this position filled limits our ability to find insurance carriers willing to provide coverage. An additional concern is that failure to properly manage the HR function may lead to more lawsuits from employees. Not only would you have to satisfy your large deductible but new claims would deteriorate our already poor loss ratio and may render Pacifica uninsurable.

My recommendation is that you fill this important position as soon as possible.

Sincerely.

Don D. Cooper, CPCU
Vice President

T. 925.426.7810 ▪ F. 925.426.7820
855 Main Street ▪ Pleasanton, CA 94566
California License #0640827 ▪ www.dmig.com

EXHIBIT A2

DISCLAIMER: Please be advised that coverage cannot be bound via any agency messaging system including email, voice-mail or fax, and, is only bound if confirmed in writing by our office.

CONFIDENTIALITY STATEMENT: This message, together with any attachments, is intended only for the use of the individual or entity to which it is addressed. It may contain information that is confidential and prohibited from disclosure. If you are not the intended recipient, you are hereby notified that any dissemination or copying of this message or any attachment is STRICTLY PROHIBITED. If you have received this item in error, please notify the original sender and destroy this item, along with any attachments. Thank you.

--

Summer Reese
Executive Director
Pacifica Foundation Radio
1925 Martin Luther King Jr Way
Berkeley, CA 94704
Ph: (510) 849-2590 ext 208
Cell: (510) 333-1965
summer@pacifica.org
www.pacifica.org

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EXHIBIT A3

From: Summer Reese <summer@pacifica.org>
Date: Monday, March 17, 2014 11:08 AM

[redacted]

Subject: Executive Director Memo

Memorandum -- Please distribute to staff lists immediately

To: Pacifica,station managers, staffers and programmers

From: Summer Reese, Executive Director, Pacifica Foundation Radio

Subject: Rumors

I want to thank all of you for the work that you do everyday to keep Pacifica running.
Recently, we have experienced internal conflict between the board of directors and the executive director. I know that when these conflicts are expressed publicly, it creates a lot of organizational stress and makes it hard to concentrate on your work.

I want to assure you that I am in possession of a signed and valid contract for three years of employment from the Board of Directors and that I fully intend to complete that contract and work with all of you to make Pacifica bright and strong again.

The illegitimate actions of board members have, over the years, created a great deal of turmoil and financial stress on all of our stations and workplaces. It is time for that to come to an end.

The charges that I am going to seek hundreds of thousands dollars are ridiculous. What I am going to do is go back to work immediately and you will join me in doing so.

I deeply regret that the infighting on the board was not kept in the boardroom where it belongs.
I look forward to getting back to operating five precious and much-loved community radio stations. Thank you.

--
Summer Reese
Executive Director
Pacifica Foundation Radio
1925 Martin Luther King Jr Way
Berkeley, CA 94704
Ph: (510) 8[illegible]90 ext 208
Cell: (5[illegible] 333-1965
summ[illegible]@pacifica.org
www.pacifica.org

EXHIBIT A3

EXHIBIT A4

DATE: **December 16, 2013**

FROM: **PNB Personnel Committee**

TO: **PNB Board of Directors**

RE: **Chief Financial Officer Job Performance Evaluation Survey Results & Committee Recommendation**

PROCESS: The PNB Personnel Committee reviewed the job description of the PNB Chief Financial Officer for development of a performance evaluation survey consistent with job expectations. The committee also received a performance evaluation template of another PNB management position.

There are eight (8) areas of job performance for the CFO position. The Likert scale of measurement/evaluation was applied to each category of the job description. A Likert scale is a psychometric scale commonly used approach to scaling responses in performance surveys.

A draft of the performance evaluation survey, created via Survey Monkey, was shared with PNB's HR consultant to ensure the process and wording of the questionnaire was consistent with human resource measures. HR consultant recommended a few changes and, once completed, HR approved the final design of the job performance evaluation. HR also indicated the group of Pacifica National Foundation persons who were designated to receive an invitation to participate in the performance evaluation process. This included:

- The Pacifica National Board;
- The PNB Audit Committee;
- General/Interim/Divisional Manager(s) of each Pacifica station; and,
- Local Finance Committee Member(s).

The performance evaluation survey also included an "Other" category to account for positions not noted above. The eleven (11) distinct positions include:

- Business Manager;
- Member of CFO & local finance committees;
- Executive Director;
- Affiliates & Development Task Force Member;
- LSB Member;
- WBAI CAB Chair;
- Senior Accounting Contractor;
- PRA Business Manager;
- Employee;
- National Staff Member; and,
- Accountant.

EXHIBIT A4

The performance evaluation survey was released to 78 individuals on November 19, 2013 and closed on Friday, December 6, 2013. Reminders were issued to individuals who had not responded on a regular basis. Questions were posed from invited respondents and were addressed by PNB committee member Janis Lane-Ewart. A few mistakes were noted within the first two days of the process and corrected immediately.

RESULTS: The total number of respondents was 56, 71% of the available pool of respondents. The survey was designed to require a response to each question, allowing for "not applicable" and comments.

The results of the survey reported:

- 40% - 44% of the respondents strongly disagreed/disagreed the CFO does a good job with financial planning; financial reporting, analysis and transparency; procedures and other measures for successful audits; and, does a good job training business personnel in each station and in the National Office.
- 37% strongly disagree/disagree the CFO does a good job managing financial risks and protecting financial assets.
- Respondents indicated "neutral" (ranging from 13% to 17%) to six of the eight job performance questions.
- The two open-ended statements allowed respondents to indicate an area or activity in which the Chief Financial Officer is doing the best and the need for greatest improvement. Verbatim responses and key tactical phrases are provided in the attached survey result report.

RECOMMENDATION: The PNB Personnel Committee thoroughly reviewed the survey and responses to each of the nine questions. The committee recommends the full PNB Board thanks the Chief Financial Officer for service to date and do not make an offer for further employment.

EXHIBIT A5

Summer Reese Jan 4

Dear Mr. Salvador:

Please be advised that the Pacifica Foundation Radio Board met on Thursday, January 2nd, 2014 and passed the following motion by a two-thirds majority:

That the Pacifica Foundation Radio board adopt the recommendation of the Personnel Committee CFO Evaluation and not further an offer to Raul Salvador for employment.

Based upon this board action, your employment with the organization is hereby terminated.

You are directed to turn in all company property in your possession to the Pacifica National Office on Monday, January 6th, 2014. This shall include your company laptop, cell phone, files, keys, passwords, and any and all other company property in your possession.

You will be paid through February 9th, 2014, as per the extension of your probationary period. Your health benefits will be continued through the end of February.

You will receive a separation letter next week. Should you have any questions, please contact me. Thank you.

--

Summer Reese
Interim Executive Director and
Chair of the National Board
Pacifica Foundation
1925 Martin Luther King Jr Way
Berkeley, CA 94704
Ph: (510) 849-2590 ext 208
Cell: (510) 333-1965
summer@pacifica.org
www.pacifica.org

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EXHIBIT A5

EXHIBIT A6

KAMALA D. HARRIS
Attorney General

State of California
DEPARTMENT OF JUSTICE

1300 I STREET, SUITE 125
P.O. BOX 903447
SACRAMENTO, CA 94203-4470
Public: (916) 445-2021
Facsimile: (916) 444-3651

COMPLAINT TO THE CALIFORNIA ATTORNEY GENERAL REGARDING A CHARITY OR CHARITABLE SOLICITATION

Name of organization: Pacifica Foundation Radio

List any other names the organization uses: Pacifica, KPFA, KPFK, KPFT, WBAI, WPFW, Pacifica Radio Archives

Address of organization: 1925 Martin Luther King Jr. Way

City, State, ZIP: Berkeley, CA 94704-1037

Organization Telephone Number: 510-849-2590 Organization Web address: pacifica.org

Other identifying information for the corporation, if known:
Corporate #_____ State Charity Registration #_____ FEIN: 94-1347046

Briefly summarize the main points of your complaint here:
(Attach additional pages for the details of your complaint, if necessary)

See attachment 1A

Have charitable funds or other assets been lost, wasted or diverted from proper charitable purposes? Or, is there a danger that such loss will soon occur? Please explain, giving your best estimate of the amount lost or at risk, if you know:

See attachment 1B

What action has already been taken, either within the organization or with other law enforcement agencies, to try to resolve this problem:

See attachment 1C

List the names, addresses and telephone numbers, if known, of all persons you believe may be responsible for this problem:

See attachment 1D

List the name, address and telephone number of any other persons who may have additional information concerning the complaint: See attachment 1E

Your name, address and telephone number: William Crosier, 713-305-5346 and others - See attachment 1F (multiple persons) Date: March 23, 2014

☑ Check here if you request that your identity be kept confidential.

☐ Check here if you authorize us to release your complaint, including your name and contact information, to law enforcement or other government agencies, as applicable.

Mail the completed form and any attachments to: Registry of Charitable Trusts, Office of the Attorney General, P.O. Box 903447, Sacramento, CA 94203-4470.

EXHIBIT A6

Attachment 1 to AG Complaint re: Pacifica Foundation Radio,

March 23, 2014

Attachment 1A

Main Complaint:

Pacifica Foundation Radio (PFR), a network of five radio stations, 180 affiliates and a national radio archives headquartered in California, is suffering from a derelict Board of Directors whose actions have threatened the 65-year-old nonprofit with imminent collapse. We, a coalition of past board members from all five PFR stations, implore the Attorney General's Office to investigate these serious and substantive breaches of duty on behalf of the residents of California, donors and members nationwide, and the integrity of this charitable trust. Immediate intervention is required due to reckless actions, failure to fulfill basic responsibilities like issuing minutes, and an irregular board configuration.

> A sudden and unannounced motion was approved by the Board on February 10, 2014 to re-hire the corporation's Chief Financial Officer, Raul Salvador, who had been terminated shortly before at the end of his probationary period on January 2nd, following an unsatisfactory performance evaluation, several employee complaints, and an uncompleted sexual harassment investigation.
>
> A sudden and unannounced motion was approved by a slim majority of the Board on March 13, 2014, in which not all Board members were present, with no advance notice provided to other Board members to terminate the Executive Director Summer Reese, and with at least one Board member not present and not aware until after the meeting of the unnoticed motion to terminate.
>
> No reasons were given to members of the Board for the re-hire of the CFO, nor for the sudden termination of the ED at the time the motions were presented, or since. Despite repeated requests from other Board members, no legal advice was made available to the Board. The Corporate Counsel was not made available to the Board and has not met with the Board in more than 7 weeks. The ED action breached a signed employment contract requiring a performance evaluation, progressive discipline and stated cause and potentially introduces hundreds of thousands dollars in liability if challenged in court.
>
> The board has presented no minutes to the members, nor to the public since the 2014 Board of Directors was seated on January 30, 2014. They say they are "having trouble producing them".

The Board did not make any provisions for continuing operations, nor to set up a search committee for an interim Executive Director (iED) during the meeting in which they voted to terminate the ED. They did not find a possible temporary iED until a week later when the Board was asked to install as a temporary IED a station manager who has resigned from PFR's Los Angles station KPFK only 8 weeks before and was still being paid under a separation agreement. The proposed candidate was presented only an hour before the board met. No alternative candidates were presented. The candidate said he intends to relocate to New Zealand shortly, so he presumably is a temporary occupant for the position. The only candidate had a dubious record as KPFK's General Manager, having been fined by the FCC

for public file violations, presided over the complete loss of all Corporation for Public Broadcasting Community Service Funding for low listenership at the station he managed, and allowing, after being notified, the station's accounting manager to conduct a side business completing tax returns for H&R Block on Pacifica's computer network and during working hours – (the reason his resignation was solicited).

Pacifica has to pay very high premiums for Directors and Officers (D&O) insurance, after having been turned down by approximately 20 insurance companies, because of reckless personnel decisions which resulted in lawsuits from employees, in which PFR had to pay large settlements. PFR's insurance carrier recently wrote a letter that insurability was in danger and they risked becoming uninsurable. This reminder was given to the Board just before they voted to terminate the ED and breach the employment contract.

The board making these decisions is out of compliance with CA Corporations Code and Board decorum.

Board chair Margy Wilkinson was found likely to have committed a breach of fiduciary duty against Pacifica Foundation Radio in 2012 by The California Court of Appeals (RG1115942), for collecting pledges for a private organization from people who intended to donate to Pacifica station KPFA, but which pledges were not turned over to the station. Wilkinson's election as chair of the board is disputed. She only received 11 votes, relying on a mis-marked ballot placing her in 5th place in a 2-candidate place and rammed through a vote affirming her victory while a board member who disputed the use of the invalid ballot mark was in the bathroom.

Vice Chair Tony Norman, is ineligible to serve on the Board and is holding his position in violation of the organizational Bylaws which prevent elected officials from serving on the Board. Norman did not reveal he was an elected official when he ran for his position.

Secretary Cerene Roberts has failed to produce even one set of draft minutes since assuming the position of Foundation Secretary in early February, placing the Board in violation of the CA Corporations Code and Corporation for Public Broadcasting Open Meeting Requirements, endangering over $1,000,000 in annual funding.

The Board has appointed no board member to the Treasurer position which has been unfilled for almost two months. The previous treasurer is no longer a member of the board and has no access to board executive sessions or ability to fulfill the responsibilities of an Officer.

Another Board member, Oakland attorney Jose Luis Fuentes, recklessly threatened and intimidated Human Resources attorney Cathy Harris of Kator, Parks Weiser and Harris (http://www.katorparks.com/attorneys/cathy-harris/) at a February Board meeting to the extent that she fled the meeting, depriving the Board of her much-needed HR expertise when they were considering important personnel actions. A California state bar complaint is pending against Mr. Fuentes.

Attachment 1B

Have charitable funds or other assets been lost, wasted or diverted from proper charitable purposes? Or, is there a danger that such loss will soon occur? Please explain, giving your best estimate of the amount lost or at risk, if you know:

Pacifica Foundation Radio, without intervention, is likely to face a lawsuit from the Executive Director (ED) for breach of contract. The financial risk for this is the amount of the recently-approved 3-year contract, $315,000, plus attorney fees and court costs.

Extreme risk caused by unlimited liability to lawsuits because of likely cancellation and non-renewal of Directors and Officers Liability Insurance.

Salary for the re-hired CFO who generated a sexual harassment complaint and had shown himself tunable to produce the required financial reports for the Board and the audit form, including filing an incomplete 990 form requiring an amendment and allowing bank accounts to remain unreconciled at at least two divisions for up to a year.

Possible loss of the license (worth an estimated $50 million) at PFR's station WBAI, in that station's license renewal process with the FCC in the next few months due to PFR's inability to demonstrate financial viability because of the reckless actions of the Board of Directors.

Attachment 1C

What action has already been taken, either within the organization or with other law enforcement agencies, to try to resolve this problem:

A request for a Temporary Restraining Order will be filed shortly, asking that the Executive Director's contract be recognized and the termination of the ED be declared null and void, so that she may continue her work for the Foundation without interference. However, we do not know when, or if, such a TRO may be granted, nor what specifics it will have.

The Executive Director, if allowed to continue her work, wishes to conduct an internal investigation into why the general ledger has not been reconciled in two divisions for over a year, why the ousted CFO was not able to get that done, what else may be covered up, and she wishes to take corrective action as needed. However, this has not been done yet due to interference from the Board of Directors.

Attachment 1D

List the names, addresses and telephone numbers, if known, of all persons you believe may be responsible for this problem:

Rodrigo Argueta, [redacted]
Lydia Brazon, [redacted]
Jim Brown, [redacted]

Adriana Casenave, [redacted]
Benito Diaz, [redacted]
Brian Edwards-Tiekert, [redacted]
Jose Luis Fuentes, [redacted]
Hank Lamb, [redacted]
Tony Norman, [redacted]
Lawrence Reyes, [redacted]
Cerene Roberts, [redacted]
Margy Wilkinson, [redacted]

The above individuals are Directors (Board members) who have supported the irresponsible actions noted in this compliant.
Note: Wilkinson is the current Board Chair, Norman is the Board Vice-Chair, Roberts is the Board Secretary, and Casanave is the Board Recording Secretary.
Mr. Edwards-Tiekert is also an employee of PFR.

Attachment 1E

List the name, address and telephone number of any other persons who may have additional information concerning the complaint:

Carolyn Birden, [redacted]
Janet Coleman, [redacted]
Heather Gray, [redacted]
Kim Kaufman, [redacted]
Luzette King, [redacted]
Janet Kobren, [redacted]
Janis Lane-Ewart, [redacted]
George Reiter, [redacted]
Manijeh Saba, [redacted]
Richard Uzzell, [redacted]

Note: Each of the above is a current Director (Board member) of PFR.
In addition, Gray was the immediate past Vice-Chair, and Uzzell was the immediate past Secretary.

Additionally, these PFR employees may have additional information concerning this complaint:
[redacted]

Attachment 1F

Your names, addresses and telephone numbers:

Note: Some, but not all, of these former PFR Board members may want their identity kept confidential, so please ask them if you wish to release their names.

William Crosier, [redacted] former PFR Board Vice-chair and former Board member from PFR station KPFT

[redacted]

EXHIBIT A7

February 18, 2014

Office of the Chief Trial Counsel/Intake
The State Bar of California
845 South Figueroa Street
Los Angeles, California 90017-2515

Regarding Conduct: Jose Luis Fuentes
Siegel & Yee
499 14th St # 220
Oakland, CA 94612
[redacted]
California State Bar #192236

Jose Luis Fuentes was seated on the board of directors of a CA-registered 501(c)(3) not for profit corporation on January 30, 2014 and participated in a semi-annual board of directors meeting at the Beacon Hotel in Washington DC from February 7-10th of 2014.

On Friday, February 7, during the afternoon executive session:

- Washington, D.C. attorney Cathy A. Harris of Kator, Parks, Weiser and Harris, 1200 18th Street NW 202-898-4800 [redacted], an employment attorney, was contracted to give her legal advice to the 501(c)(3) for this meeting.

- Jose Luis Fuentes is an attorney and stated as much on his candidate statement to run for election for the board http://elections.pacifica.org/candstmt/cand_page.php?id=482. The law firm he is employed by is well known to this organization as one of the name partners previously served on this board of directors.

- Mr. Fuentes made a motion to terminate an employee because the employee did not have a social security number. The employee's tax status had been fully disclosed to the previous 2013 board of directors during the hire process, including providing documentation from the Internal Revenue Service, which was also provided to this new 2014 board of directors. Ms. Harris advised that there is nothing illegal about not having a social security number and it is not grounds for termination.

- Terry Gross, of Gross, Belsky and Alonzo, corporate counsel for the 501(c)(3), was also on the phone and warned it would be unwise to terminate an employee for the reason described in the motion.

- Mr. Fuentes continued to dismiss the legal advice both lawyers provided. Mr. Fuentes then became threatening and intimidating towards Ms. Harris and began an angry verbal assault directed at her. He stood up at one point and continued angrily scolding her while at the same time making menacing physical arm gestures like aggressively

pointing at her. He then threatened her with a campaign to get law firms to sue her for malpractice.

- Ms. Harris offered her legal advice again. She then said that she felt threatened by Fuentes' accusations and threats and said she had to leave. She gathered her belongings and left the room, thereby depriving the board of legal counsel in our deliberations on employment matters and potentially subjecting the organization to liability both from the harassed attorney and any employees affected by the decisions made without benefit of legal counsel.

On Sunday, February 9:

- Mr. Fuentes made a motion during an executive session to reinstate an employee with a pending unresolved sexual harassment claim and who had received a notice of termination from the not for profit in early January, over a month before Mr. Fuentes joined the board of directors. This motion was discussed and voted on without benefit of legal counsel for the board, although requests had been made by board members to have counsel, especially employment counsel, present.

- Mr. Fuentes specified that the reinstated employee would be working in a separate office/building from his previous office where the unresolved sexual harassment claim occurred. Board members pointed out that the two entrances to the separate buildings are approximately 30 feet apart. It was twice addressed to the Board that an attorney should know that the minimum separation for restraining orders is often 500 feet - certainly not 30 feet.

The actions of Fuentes place the assets of a 501(c)(3) not for profit organization at risk exposing the organization to immediate lawsuits for wrongful breach of an employment contract, failure to protect the rights of an employee who filed a sexual harassment complaint and threatening the personal safety of a member of the DC Bar Association performing her professional duties as contracted. The actions of Mr. Fuentes were contrary to the advice offered by corporate counsel Terry Gross of Gross, Belsky and Alonzo, Cathy Harris of Kator, Parks, Weiser and Harris, and Holman Human Resources all of whom were retained by the 501(c)(3) not for profit organization for the purpose of providing legal counsel to the not for profit board of directors.

Signed

EXHIBIT A8

Bylaws of the Pacifica Foundation

With Revisions and Amendments
as of January 20, 2012

EXHIBIT A8

Table of Contents

ARTICLE ONE: IDENTITY AND PURPOSE **1**
SECTION 1. NAME 1
SECTION 2. PURPOSES 1

ARTICLE TWO: OFFICES OF THE FOUNDATION **2**
SECTION 1. PRINCIPAL OFFICE 2
SECTION 2. OTHER OFFICES 2

ARTICLE THREE: MEMBERS OF THE FOUNDATION **2**
SECTION 1. MEMBERS DEFINED 2
A. LISTENER-SPONSOR MEMBERS 2
B. STAFF MEMBERS 2
SECTION 2. TERM 3
SECTION 3. MEMBERSHIP AFFILIATION BY RADIO STATION 3
SECTION 4. WAIVER OF REQUIREMENTS 3
SECTION 5. RIGHTS 4
SECTION 6. MEETINGS OF THE MEMBERS 4
A. ANNUAL MEETING 4
B. SPECIAL MEETINGS 4
C. ACTION IN LIEU OF A MEETING 4
SECTION 7. QUORUM 5
SECTION 8. VOTING: VOTING BY WRITTEN BALLOT 5
A. ELIGIBILITY TO VOTE 5
B. DISTRIBUTION OF BALLOTS 5
C. NUMBER OF VOTES AND APPROVALS REQUIRED 6
D. VALIDITY OF WRITTEN BALLOT 6
E. ELECTION AND VOTING SUPERVISION 6
SECTION 9. MANNER OF NOTICE 6
SECTION 10. RECORD DATE 7
SECTION 11. PROXIES NOT PERMITTED 7

ARTICLE FOUR: DELEGATES **7**
SECTION 1. DELEGATES DEFINED 7
SECTION 2. ELIGIBILITY; NOMINATION OF DELEGATES 7
A. ELIGIBILITY 7

B. NOMINATION PROCEDURES 8
SECTION 3. ELECTION OF DELEGATES 8
SECTION 4. ELECTIONS SUPERVISORS 8
A. NATIONAL ELECTIONS SUPERVISOR 8
B. LOCAL ELECTION SUPERVISORS 9
SECTION 5. ELECTION TIME FRAME 9
SECTION 6. FAIR CAMPAIGN PROVISIONS 10
SECTION 7. 2003 TRANSITION ELECTION 10
SECTION 8. DELEGATES: TERMS OF OFFICE; TERM LIMITS 10
SECTION 9. REMOVAL OF DELEGATES 11
SECTION 10. FILLING OF VACANCIES 11
SECTION 11. COMPENSATION 11

ARTICLE FIVE: BOARD OF DIRECTORS OF THE FOUNDATION 12

SECTION 1. BOARD OF DIRECTORS - ELIGIBILITY, NUMBER, POWERS AND DUTIES 12
A. DIRECTORS DEFINED 12
B. ELIGIBILITY 12
C. NUMBER 12
D. GENERAL POWER AND AUTHORITY 12
E. SPECIFIC POWERS AND DUTIES 13
SECTION 2. TERM 13
SECTION 3. NOMINATION AND ELECTION OF STATION REPRESENTATIVE DIRECTORS 13
A. NOMINATION 13
B. ELECTION 14
C. SEATING OF STATION REPRESENTATIVE DIRECTORS 14
SECTION 4. NOMINATION AND ELECTION OF AFFILIATE REPRESENTATIVE DIRECTORS 14
A. NOMINATION 14
B. ELECTION 14
SECTION 5. NOMINATION AND ELECTION OF AT-LARGE DIRECTOR 15
A. NOMINATION 15
B. ELECTION 15
SECTION 6. TRANSITION ELECTION 15
SECTION 7. REMOVAL OF DIRECTORS 15
SECTION 8. FILLING VACANCIES ON THE BOARD 16
SECTION 9. COMPENSATION 16
SECTION 10. RESTRICTION REGARDING INTERESTED DIRECTORS 16

ARTICLE SIX: MEETINGS OF THE BOARD OF DIRECTORS 17
SECTION 1. TIME AND PLACE OF MEETINGS 17
SECTION 2. SPECIAL MEETINGS 17
SECTION 3. TELEPHONIC MEETINGS 17
SECTION 4. NOTICE 17
SECTION 5. QUORUM AND APPROVAL 18

SECTION 6. PROXIES 18
SECTION 7. OPEN MEETINGS 18
SECTION 8.ACTION BY UNANIMOUS WRITTEN CONSENT 18
SECTION 9. ACCESSIBILITY 19

ARTICLE SEVEN: LOCAL STATION BOARDS 19
SECTION 1. LOCAL STATION BOARDS 19
SECTION 2. COMPOSITION OF THE LOCAL STATION BOARDS 19
SECTION 3. SPECIFIC POWERS & DUTIES 19
SECTION 4. OTHER LOCAL STATION BOARD POWERS AND AUTHORITY 20
SECTION 5. ELECTION OF OFFICERS 21
SECTION 6. MEETINGS 21
A. FREQUENCY 21
B. TIME AND PLACE 21
C. MEMBERS & PUBLIC PARTICIPATION 21
D. NOTICE 21
E. RECORDKEEPING AND RULEMAKING 22
SECTION 7. QUORUM AND APPROVAL 22
SECTION 8. ASSOCIATE STATIONS 22
SECTION 9. PROXIES NOT PERMITTED 23
SECTION 10. LOCAL STATION BOARD ADVISORY COMMITTEES 23

ARTICLE EIGHT: OTHER COMMITTEES OF THE BOARD OF DIRECTORS 24
SECTION 1. COMMITTEES OF THE BOARD 24
SECTION 2. COMPOSITION OF BOARD COMMITTEES 25
SECTION 3. STANDING COMMITTEES 25
SECTION 4. COMMITTEES OF INCLUSION 25
SECTION 5. MEETINGS AND ACTIONS OF COMMITTEES. 26

ARTICLE NINE: OFFICERS OF THE FOUNDATION 26
SECTION 1. DESIGNATION OF OFFICERS 26
SECTION 2. ELECTION OF OFFICERS; TERM 26
SECTION 3. REMOVAL AND RESIGNATION OF OFFICERS 26
SECTION 4. VACANCIES IN OFFICES 27
SECTION 5. CHAIRPERSON OF THE BOARD 27
SECTION 6. VICE CHAIRPERSON OF THE BOARD 27
SECTION 7. EXECUTIVE DIRECTOR 27
SECTION 8. SECRETARY 27
SECTION 9. CHIEF FINANCIAL OFFICER 28

ARTICLE TEN: GENERAL PROVISIONS 28
SECTION 1. MEMBERSHIP NOT TRANSFERABLE 28
SECTION 2. EFFECT OF TERMINATION OF MEMBERSHIP OR POSITION : NO CLAIMS OR REFUNDS 28

ARTICLE ELEVEN: INDEMNIFICATION OF DIRECTORS, OFFICERS, DELEGATES, EMPLOYEES, AND OTHER AGENTS 28
SECTION 1. NON-LIABILITY OF DIRECTORS, OFFICERS, & DELEGATES 28
SECTION 2. DEFINITIONS: AGENTS, PROCEEDINGS AND EXPENSES 29
SECTION 3. ACTIONS OTHER THAN BY THE FOUNDATION 29
SECTION 4. ACTIONS BY THE FOUNDATION 29
SECTION 5. SUCCESSFUL DEFENSE BY AGENT 30
SECTION 6. REQUIRED APPROVAL 30
SECTION 7. ADVANCE OF EXPENSES 30
SECTION 8. OTHER CONTRACTUAL RIGHTS 30
SECTION 9. LIMITATIONS 30
SECTION 10. INSURANCE 31
SECTION 11. FIDUCIARIES OF CORPORATE EMPLOYEE BENEFIT PLAN 31
SECTION 12. AMENDMENT TO CALIFORNIA LAW 31

ARTICLE TWELVE: CORPORATE RECORDS, REPORTS AND SEAL 31
SECTION 1. MAINTENANCE OF CORPORATE RECORDS 31
A. MINUTES 31
B. BOOKS AND RECORDS 31
C. MEMBERSHIP RECORDS 32
D. ARTICLES AND BYLAWS 32
E. TAX RECORDS 32
SECTION 2. CORPORATE SEAL 32
SECTION 3. DIRECTORS: INSPECTION RIGHTS 32
SECTION 4. MEMBERS: INSPECTION RIGHTS 32
SECTION 5. RIGHT TO COPY AND MAKE EXTRACTS 33
SECTION 6. ANNUAL REPORT TO THE BOARD 33
SECTION 7. ANNUAL STATEMENT OF SPECIFIC TRANSACTIONS 33
SECTION 8. ANNUAL REPORTS TO THIRD PARTIES 34
SECTION 9. EXEMPT ACTIVITIES 34

ARTICLE THIRTEEN: CONFLICTS OF INTEREST 34
SECTION 1. DEFINITIONS 34
SECTION 2. CONFLICT OF INTEREST DEFINED 34
SECTION 3. DISCLOSURES, FINDINGS AND APPROVAL PROCEDURES 35
SECTION 4. VIOLATIONS OF THE CONFLICTS OF INTEREST PROCEDURES 36

ARTICLE FOURTEEN: VOLUNTARY DISSOLUTION AND PROHIBITION AGAINST SHARING FOUNDATION PROFITS AND ASSETS 36
SECTION 1. METHOD 36
SECTION 2. DISPOSITION OF ASSETS 37
SECTION 3. NO BENEFIT SHALL INURE TO ANY MEMBER,DIRECTOR, OFFICER OR EMPLOYEE OF THE CORPORATION 37

ARTICLE FIFTEEN: VOTING METHODS 37
SECTION 1. VOTING METHODS 37

A. SINGLE TRANSFERABLE VOTING METHOD 38
B. INSTANT RUNOFF VOTING METHOD 39

ARTICLE SIXTEEN: PARLIAMENTARY PROCEDURE 40

ARTICLE SEVENTEEN: AMENDMENT OF ARTICLES OF INCORPORATION AND BYLAWS 40
SECTION 1. AMENDMENT OF BYLAWS 40
A. PROPOSING AMENDMENTS 40
B. VOTING AND APPROVAL 40
SECTION 2. AMENDMENT OF ARTICLES OF INCORPORATION 41
A. PROPOSING AMENDMENTS 41
B. APPROVING AMENDMENTS 42

ARTICLE EIGHTEEN: SAVINGS CLAUSE 43

CERTIFICATION OF BYLAWS 44

AMENDED AND RESTATED BYLAWS OF PACIFICA FOUNDATION

A California Non-Profit Public Benefit Corporation

ARTICLE ONE
IDENTITY AND PURPOSE

SECTION 1. NAME

The name of this corporation is the PACIFICA FOUNDATION, and it shall be referred to in these Bylaws as the "Foundation".

SECTION 2. PURPOSES

The purposes of the Foundation, as stated in Article II of the Articles of Incorporation, are as follows:

To establish a Foundation organized and operated exclusively for educational purposes no part of the net earnings of which inures to the benefit of any member of the Foundation.

To establish and operate for educational purposes, in such manner that the facilities involved shall be as nearly self-sustaining as possible, one or more radio broadcasting stations licensed by the Federal Communications Commission ("Commission") and subject in their operation to the regulatory actions of the Commission under the Federal Communications Act of 1934, as amended.

In radio broadcasting operations to encourage and provide outlets for the creative skills and energies of the community; to conduct classes and workshops in the writing and producing of drama; to establish awards and scholarships for creative writing; to offer performance facilities to amateur instrumentalists, choral groups, orchestral groups and music students; and to promote and aid other creative activities which will serve the cultural welfare of the community.

In radio broadcasting operations to engage in any activity that shall contribute to a lasting understanding between nations and between the individuals of all nations, races, creeds and colors; to gather and disseminate information on the causes of conflict between any and all of such groups; and through any and all means compatible with the purposes of this Foundation to promote the study of political and economic problems and of the causes of religious, philosophical and racial antagonisms.
In radio broadcasting operations to promote the full distribution of public information; to obtain access to sources of news not commonly brought together in the same medium; and to employ such varied sources in the public presentation of accurate, objective, comprehensive news on all matters vitally affecting the community.

SECTION 3. PRINCIPLES

The Foundation is committed to peace and social justice, and seeks to involve in its governance and operations individuals committed to these principles.

SECTION 4. COMMITMENT TO DIVERSITY

The Foundation is committed to diversity and inclusion of people of all nations, races, ethnicities, creeds, colors, classes, genders, sexual orientations, ages and people with disabilities in its programming, staff, management, committees and governance.

ARTICLE TWO
OFFICES OF THE FOUNDATION

SECTION 1. PRINCIPAL OFFICE

The principal office and place of business of the Foundation shall be located in the County of Alameda, State of California, or at such other place as the Board of Directors may designate.

SECTION 2. OTHER OFFICES

The Foundation shall also have other offices at other places within or without the State of California as the Board of Directors may from time to time designate.

ARTICLE THREE
MEMBERS OF THE FOUNDATION

SECTION 1. MEMBERS DEFINED

There shall be two classes of members: (A) "Listener-Sponsor Members" and (B) "Staff Members", who shall collectively be referred to as "Members."

A. LISTENER-SPONSOR MEMBERS

"Listener-Sponsor Members" shall be any natural persons who within the preceding 12-month period: (1) have contributed a minimum of $25 to any Foundation radio station, or such minimum amount as the Board of Directors may from time to time decide; or (2) have volunteered a minimum of three (3) hours of service to any Foundation radio station. Said contribution shall be considered non-refundable. Said volunteer work shall be performed under the supervision of the Foundation radio station management, and shall include volunteer work on committees of the Local Station Board. Where a contribution is made jointly by two individuals and the contribution is in an amount equal to or more than the annual membership contri-bution required for two memberships (as set by the Board from time to time), then each of the joint donors shall be considered an individual and separate Listener-Sponsor Member. (For example, if John and Mary Smith jointly contribute $50.00 or more, then John Smith and Mary Smith will each be Members and will each have individual and separate Membership rights. However, if John and Mary Smith jointly contribute $40.00, then they shall jointly share one membership.)

B. STAFF MEMBERS

"Staff Members" shall be: (1) any non-management full-time or part-time paid employee of a Foundation radio station; or (2) any member of a Foundation radio station "Unpaid Staff Organization" or "Unpaid Staff Collective Bargaining Unit" which has been recognized by station management, or, if the station has neither such organization or bargaining unit, then any volunteer or unpaid staff member of a Foundation radio station who has worked for said radio station at least 30 hours in the preceding 3 months, exclusive of fundraising marathon telephone room volunteer time. Said volunteer work shall be

performed under the supervision of the Foundation radio station management and shall not include volunteer work on commit-tees of a Local Station Board. Radio station management employees and Foundation staff employees who are not employed at a Foundation radio station shall not qualify as Staff Members, however, such employ-ees may qualify as Listener-Sponsor Members by contributing the requisite minimum dollar amount as set forth in Section 1(A) of this Article of these Bylaws.

SECTION 2. TERM.

A Listener-Sponsor membership term shall expire twelve (12) months from that date on which said Mem-ber: (A) contributed a minimum of $25 to any Foundation radio station, or such minimum amount as the Board of Directors may from time to time decide; or (B) volunteered a minimum of 3 hours of service to any Foundation radio station. A Staff membership term shall expire: (A) on that date on which s/he is no longer a member of a radio station Unpaid Staff Organization or Bargaining Unit, or if the radio station has no such organization, then on that date on which s/he failed to volunteer a minimum of 30 hours in the preceding 3-month period; or (B) upon termination of employment as a non-management employee of a Foundation radio station, as applicable.

Membership terms shall be considered "rolling," and calculated forward from the last date of a Member's qualifying act. For example, if a Listener-Sponsor Member makes a $25 contribution on January 1, 2003 and does not make any additional contribution or volunteer at least 3 hours within the following 12-month period, said Member's membership would expire on December 31, 2003. If, however, in the same ex-ample, said Member contributes at least $25 on August 1, 2003, or volunteers for at least 3 hours, then his/her membership will not expire until July 31, 2004, provided no additional contribution or volunteer time is made after the August 1, 2003 contribution.

SECTION 3. MEMBERSHIP AFFILIATION BY RADIO STATION

All Members shall be members of the Foundation. For purposes of voting and exercising their rights hereunder, Members shall be affiliated with one of the Foundation's five radio stations: KPFA in Berkeley, California, KPFK in North Hollywood, California, WBAI in New York, New York, KPFT in Houston, Texas, or WPFW in Washington, D.C. Members shall be affiliated with that Foundation radio station: (A) in the case of a Listener-Sponsor Member, to which said member made a contribution or volunteered time in the preceding 12 months; or (B) in the case of a Staff Member, by which said member is employed or for which said member volunteers and/or serves as unpaid staff. Each Foundation radio station shall main-tain a register of its Listener-Sponsor Members and Staff Members. In the event that a person qualifies for membership affiliation with more than one Foundation radio station, s/he shall be entitled to only one membership and shall notify the Foundation and each applicable Foundation radio station of which radio station s/he wishes to be affiliated as a Member. In the event that a Member does not notify the Founda-tion of which radio station s/he wishes to be affiliated, s/he shall be deemed to be affiliated with that radio station to which said Member last contributed or volunteered. In the event that a person qualifies as both a Listener-Sponsor Member and as a Staff Member, such person shall be deemed to be a Staff Member.

SECTION 4. WAIVER OF REQUIREMENTS

The Local Station Board for each Foundation radio station (also referred to herein as "LSB") may adjust or waive the contribution requirement for Listener-Sponsor Membership set forth in Section 1(A) of this

Article of these Bylaws on a case by case basis for reasons of financial hardship, where said LSB, in its discretion, determines that the proposed member has demonstrated a sincere interest in becoming a Member of the Foundation and is also genuinely unable to afford the contribution amount or to volunteer the minimum 3 hours of service.

SECTION 5. RIGHTS

All Members shall have all rights granted to them by law or by these Bylaws, including without limit the right to vote, on the terms and in the manner set forth in these Bylaws, on the election and removal of Del-egates; on the sale, exchange, transfer or disposition of all or substantially all of the Foundation's assets; on the sale, exchange, transfer or disposition of any of the Foundation's broadcast licenses; on any merger, its principal terms and any amendment of its principal terms; on any election to dissolve the Foundation; on any amendment to these Bylaws for which Member approval is required or permitted as set forth in Section 1(B) of Article 17 of these Bylaws; and on any amendment to the Articles of Incorporation.

SECTION 6. MEETINGS OF THE MEMBERS.

A. ANNUAL MEETING

No annual meeting of the Members shall be required.

B. SPECIAL MEETINGS

The Board of the Directors, a Local Station Board, the Foundation's Executive Director, the Chairperson of the Board, or one percent (1%) or more of the Members may call a special meeting of the Members for any lawful purpose at any time. Said request for a special meeting shall be made in writing and shall specify the general nature of the business proposed to be transacted at said meeting. Said written request must be submitted to the Chairperson of the Board, the Executive Director or the Foundation's Secretary. The officer receiving the request must promptly give notice to all Members of record entitled to vote. Said notice must state the location, date and time of the meeting, specify the general nature of the business to be transacted and provide that no other business than that set forth in said notice shall be transacted at said meeting. Said notice shall be given at least 20 days and no more than 90 days before the meeting date. The meeting date must be at least 35 days, but no more than 90 days after receipt of the written request for the special meeting. If notice of the special meeting is not provided to the Members within 20 days after the written request is received, the person(s) requesting the meeting may give notice to the Members in a manner consistent with this Section. Voting on any matter discussed at a special meeting shall be by writ-ten ballot consistent with the provisions of Section 8 of this Article of the Bylaws.

C. ACTION IN LIEU OF A MEETING

Any action that may be taken at any special meeting of Members may be taken without a meeting if the Foundation distributes, or otherwise makes available, a written ballot to every Member entitled to vote on the matter. Such written ballot shall set forth the proposed action, provide an opportunity to specify ap-proval or disapproval of any proposal, provide a reasonable time within which to return the written ballot to the Foundation and otherwise conform to the requirements of Section 8 of this Article of the Bylaws. Said ballots shall also be accompanied by brief written arguments in favor of and against the

proposed action, which arguments may be prepared and submitted by the Board of Directors, any LSB or by 10 or more Members, if they are provided no later than thirty (30) days prior to the date of mailing of said bal-lot.

SECTION 7. QUORUM

For purposes of any election or written ballot, a quorum of the Listener-Sponsor Members shall be ten percent (10%) of those Listener-Sponsor Members entitled to vote on the matter as of the applicable re-cord date. A quorum of the Staff Members shall be one-fourth [*Amended 12/01/11*] (1/4) of those Staff Members entitled to vote on the matter, as of the applicable record date. A quorum for any action requiring the approval of "the Members", as opposed to a separate vote by each class of Members, shall be 10% of all Members entitled to vote on the matter as of the applicable record date.

SECTION 8. VOTING: VOTING BY WRITTEN BALLOT

To ensure the opportunity for all Members to participate in the voting process, all voting shall be by writ-ten ballot distributed by mail, or otherwise made available, by the Foundation, or the Local Station Board with which the Members are affiliated, as appropriate, to each of the Members entitled to vote.

A. ELIGIBILITY TO VOTE

All Members in good-standing on the record date as determined under Section 10 of this Article of these Bylaws shall be entitled to vote by written ballot as to any matter that properly comes before the Members for a vote.

B. DISTRIBUTION OF BALLOTS

The Foundation shall make reasonable efforts to distribute, or otherwise make available, one written bal-lot to each Member entitled to vote on the matter. Where the Members are required to vote in classes, there shall be a ballot for Listener-Sponsor Members and a separate ballot for Staff Members. In the case of election of Delegates, there shall also be separate sets of ballots for the Members affiliated with each Foundation radio station. The ballots shall be mailed, or notice of the posting of the ballot on the Foun-dation's website shall be delivered, to Members at their postal address or electronic mailing address of record. All solicitations of votes by written ballot shall: (1) state the number of responses needed to meet the quorum requirement; (2) state, with respect to ballots other than for the election of Delegates, the per-centage of approvals necessary to pass the measure or measures; (3) specify the time by which the ballot must be received in order to be counted; (4) include instructions for where to return the completed ballot; and (5) provide a reasonable time in which to return the ballot to the Foundation. With the exception of ballots related to the election of Delegates, each ballot so distributed shall also: (6) set forth the proposed action; and (7) give the Members an opportunity to specify their approval or disapproval of each proposal. Ballots relating to the election of Delegates shall also: (8) set forth the names of the candidates; and (9) give the Member an opportunity to select his/her choice(s) or rank his/her choices. The Foundation may, in its discretion, provide a secure means of voting by electronic means via the internet, provided however that Members shall still have the option of returning written ballots by mail. Any such internet voting shall have a coded system to identify Members and to prevent Members from casting more than one vote elec-tronically or from voting by both mail and by internet.

C. NUMBER OF VOTES AND APPROVALS REQUIRED

Each Member shall be entitled to cast one vote on each matter submitted to the vote of the Members. Ap-proval by written ballot shall be valid only when: (1) the number of votes cast by ballot within the time specified equals or exceeds the quorum required to authorize the action; and (2) the number of approvals equals or exceeds the percentage of votes required for approval of said action as set forth in these Bylaws. Unless otherwise specifically set forth in these Bylaws, when the Members vote in classes, a vote of a majority of those Listener-Sponsor Members voting in any matter and a vote of a majority of those Staff Members voting in any matter, provided that a quorum of votes for each class is obtained, shall be suffi-cient to approve an action or consent to any matter. Unless otherwise specifically set forth in these Bylaws, when the Members vote collectively as a group, a majority vote of the Members together, provided there is a quorum, shall be sufficient to approve an action or consent to any matter.

D. VALIDITY OF WRITTEN BALLOT

A PIN identification system shall be used, whereby each Member entitled to vote will be assigned a PIN Number that is printed on the ballot. The Foundation is entitled to reject a ballot if the ballot does not bear, or does not bear a valid, PIN Number. The Foundation and any officer or agent thereof who accepts or rejects a ballot in good faith and in accordance with the standards of this Section shall not be liable in damages to the Member for the consequences of the acceptance or rejection of his/her ballot. Action by the Foundation or its agent(s) based on the acceptance or rejection of a ballot under this Section is valid unless a court of competent jurisdiction determines otherwise.

E. ELECTION AND VOTING SUPERVISION

Consistent with the provisions of Article 4 of these Bylaws, the Members' elections of Delegates shall be supervised by a national elections supervisor and local elections supervisors and all said ballots shall be counted under their supervision at such place or places designated by the national elections supervisor. All other voting by Members shall be supervised by the Board of Directors, or the Board's designated agent, which shall also be responsible for ensuring and monitoring compliance with its voting procedures and processes and for counting ballots consistent with these Bylaws.

SECTION 9. MANNER OF NOTICE

Whenever notice to Members is required under these Bylaws, notices shall be submitted, at the Foundation's sole discretion, either personally, by first class, registered or certified mail, by electronic mail or by other means of written communication, charges, pre-paid, and shall be addressed to each Member entitled to vote at the postal address or email address of that Member as it appears on the Foundation's books or at the address given by the Member to the Foundation for purposes of notice.

If no address appears on the Foundation's books and no address has been given, then notice shall be deemed to have been given if notice is broadcast at least twenty-one (21) times on the Foundation radio station with which the Member is affiliated. Such broadcast notice shall be made at least 3 times per day on 7 consecutive days and shall state the web page address where the full notice is posted.

SECTION 10. RECORD DATE

The record date for purposes of determining the Members entitled to receive notice of any meeting, entitled to vote by written ballot or entitled to exercise any other lawful membership action, shall be forty-five (45) days before the date of the special meeting, 45 to 60 days before the day on which the first written ballot is distributed or made available to the Members, (based on the reasonable discretion of the National Election Supervisor), or 45 days before the taking of any other action, as applicable.

SECTION 11. PROXIES NOT PERMITTED

The voting rights of the Members shall be exercised by the Member personally and may not be exercised by alternates, by proxy or the like.

ARTICLE FOUR
DELEGATES

SECTION 1. DELEGATES DEFINED

The Members of each class for each Foundation radio station shall separately elect Delegates who shall serve as representatives of the Members in the election of Foundation Directors from each radio station area and who shall have such other duties and powers as are specified in these Bylaws.

SECTION 2. ELIGIBILITY; NOMINATION OF DELEGATES

A. ELIGIBILITY

Any Listener-Sponsor Member in good standing, except radio station management personnel or Foundation management personnel or staff members, may be nominated for the position of Listener-Sponsor Delegate for the Foundation radio station with which s/he is affiliated by the signatures of fifteen (15) Listener-Sponsor Members in good standing who are also affiliated with that radio station, provided, how-ever, that no person who holds any elected or appointed public office at any level of government , federal, state, or local , or is a candidate for such office shall be eligible for election to the position of Delegate. ADelegate shall be deemed to have resigned the position of Delegate if s/he becomes a candidate for public office or accepts a political appointment during his or her term as a Delegate. This restriction shall not ap-ply to civil service employment by governmental agencies.

Any Staff Member in good standing may be nominated for the office of Staff Delegate for the Foundation radio station with which s/he is affiliated by the signatures of five (5) Staff Members in good standing who are also affiliated with that radio station, provided, however, that no person who holds any elected or ap-pointed public office at any level of government , federal, state, or local , or is a candidate for such office shall be eligible for election to the position of Delegate. A Delegate shall be deemed to have resigned the position of Delegate if s/he becomes a candidate for public office or accepts a political appointment during his or her term as a Delegate. This restriction shall not apply to civil service employment by governmental agencies.

B. NOMINATION PROCEDURES

Each Member seeking to be a nominee shall submit: (1) the required number of nominating signatures on the form provided by the local elections supervisor; (2) a statement of whether the candidate is running for election as a Listener-Sponsor Delegate or a Staff Delegate; (3) a written statement of up to 500 words in length by the candidate introducing himself/herself and his/her interest in, or qualifications for, serving as a Delegate, which statement shall be distributed, or otherwise made available, to the Members entitled to vote along with the written ballot; and (4) a statement acknowledging that s/he has read and understood the "Fair Campaign Provisions" set forth in Section 6 of this Article of the Bylaws. The names of up to five (5) of the candidate's nominators may be listed at the end of a candidate's statement. Each candidate also may, but is not required to, for informational purposes indicate his/her gender and racial or ethnic heritage.

SECTION 3. ELECTION OF DELEGATES

All elections for Delegates shall be by written ballot, provided, however, that the elections supervisor shall also have the option of providing a secure electronic means of voting via the internet. Members shall only have the right to vote for Delegates for the Foundation radio station with which the Member is affiliated. Members shall vote in classes: Listener-Sponsor Members shall elect 18 Delegates for each radio station and Staff Members shall elect 6 Delegates for each radio station, for a total of twenty-four (24) Delegates for each Foundation radio station. Elections of Delegates shall be staggered over a 3-year period with elections for 3 Staff Delegates and 9 Listener-Sponsor Delegates held in the first year, elections for 3 Staff Delegates and 9 Listener-Sponsor Delegates held in the second year and no elections in the third year. The ballots shall be counted by the Single Transferable Voting method. All ballots related to the election, and the removal, of any and all Delegates shall be filed with the Foundation Secretary and maintained with the corporate records for a period of three (3) years.

SECTION 4. ELECTIONS SUPERVISORS

A. NATIONAL ELECTIONS SUPERVISOR

In March of each year in which there will be an election of Delegates by the Members, or by a date no less than 90 days before nominations are set to open, whichever is earlier, the Executive Director shall appoint a national elections supervisor whose role shall be to oversee and certify the fairness of the Delegates elec-tions in each station area and to confirm said elections' compliance with these Bylaws. The national elec-tions supervisor shall also oversee the nominations process, the preparation of the ballots and the counting of the ballots and shall prepare a written statement reporting the results of every election for distribution to the Members or posting on the Foundation's and radio station's websites. To be eligible for appointment to the position of the national elections supervisor, said person shall not be an employee of the Founda-tion or any Foundation radio station or a Delegate, Officer, or Director of the Foundation or any LSB, or a radio station staff member, paid or unpaid. The national elections supervisor should be experienced with election procedures and supervision and preferably recommended by an organization experienced in elec-tions procedures and supervision. The national elections supervisor does not have to be a Member of the Foundation. Upon the completion of, and certification of the results for, all of the elections, the national elections supervisor's term shall end.

B. LOCAL ELECTION SUPERVISORS

In preparation for an election of Delegates, the National Elections Supervisor shall appoint, subject to ap-proval of the Executive Director, a local election supervisor for each Foundation radio station area. A local elections supervisor may not be an employee of the Foundation or any Foundation radio station or a Del-egate, Officer, or Director of the Foundation or any LSB, or a radio station staff member, paid or unpaid. The local elections supervisors preferably should be experienced with election procedures and supervi-sion. Under the direction and supervision of the National Elections Supervisor, each local election super-visor shall coordinate the elections of the Delegates for the radio station area to which s/he is assigned to ensure a fair election in compliance with the terms of these Bylaws. His/her duties shall include preparing a nomination petition form for use by all potential nominees, reviewing each potential candidate's nomi-nation papers for eligibility and completeness, overseeing the preparation and distribution of the election ballot, closing the election, and counting and assisting with ballot counting, as requested. To assist him/her in the conduct and oversight of the election, each local elections supervisor may appoint a committee of volunteer Members, all of which volunteer Members the local elections supervisor must, in good faith and in his/her sole discretion, believe to be neutral individuals. Said committee shall consist of that number of volunteer Members the local elections supervisor deems necessary. The local elections supervisors do not have to be Members of the Foundation. Upon the completion of, and certification of the results for, the elections s/he supervised, each local elections supervisor's term shall end.

SECTION 5. ELECTION TIME FRAME

In a Delegate election year, the nomination period for seats being vacated shall open on June 1 and remain open for thirty (30) days, closing on June 30 [*Amended 12/01/11*]. The national and local election supervisors shall thereafter prepare the written ballots for each radio station, listing all of the candidates and setting forth all other in-formation required by these Bylaws. Ballots shall be mailed, or otherwise made available, to the Members on August 15 (or the following day if August 15 is a mail holiday). To be counted a ballot must be received on or before September 30 (the "Election Close Date").
All ballots shall be held sealed until the Election Close Date. If the required quorum of ballots is not received by the Elections Close Date, then the Elections Close Date shall be extended by up to four addi-tional weeks until closed by the National Election Supervisor. The national and local elections supervisors shall have up to 15 days after the Election Close Date to count the ballots and to certify the results to the LSBs, the Board, and the Members, which results must be reported by October 15 or, if the Election Close Date was extended, by 15 days after the extended Election Close Date, and shall be posted on the Founda-tion's and the radio stations' websites. If no quorum of ballots is obtained by the extended date, then those Delegates whose terms would have expired upon the election of new Delegates shall remain in office until the next regularly scheduled Delegate election.

If in the year preceding Delegate elections, the Pacifica National Board determines by a 2/3 vote of the total number of Directors conducted by email or paper ballot, that the schedule above cannot be executed due to exigent circumstances, they may by November 30 adopt a schedule subject to the constraints herein:

1) Avoids where possible conflicts between major fund drives and the period between the close of

nominations and the election close date

2) Includes a period of not less than 30 days for nomination of candidates;

3) Allows no less than 35 days after the mailing of ballots, on or before which completed ballots must be received to be counted ("Election Close Date")

4) Provides that all other intervals within the timeline remain as stated in the preceding paragraph, and

5) Allows for seating in December as provided for in Article 7, Section 6 (B).

SECTION 6. FAIR CAMPAIGN PROVISIONS

No Foundation or radio station management or staff (paid or unpaid) may use or permit the use of radio station air time to endorse, campaign or recommend in favor of or against any candidate(s) for election as a Listener-Sponsor Delegate, nor may air time be made available to some Listener-Sponsor Delegate candidate(s) but not to others. All candidates for election as a Listener-Sponsor Delegate shall be given equal opportunity for equal air time, which air time shall include time for a statement by the candidate and a question and answer period with call-in listeners. No Foundation or radio station management or staff (paid or unpaid) may give any on-air endorsements to any candidate(s) for Listener-Sponsor Delegate. The Board of Directors may not, nor may any LSB nor any committee of the Board or of an LSB, as a body, endorse any candidate(s) for election as a Delegate. However, an individual Director or Delegate who is a Member in good standing may endorse or nominate candidate(s) in his/her individual capacity. In the event of any violation of these provisions for fair campaigning, the local elections supervisor and the national elections supervisor shall determine, in good faith and at their sole discretion, an appropriate remedy, up to and including disqualification of the candidate(s) and/or suspension from the air of the of-fending staff person(s) (paid or unpaid) for the remainder of the elections period. All candidates and staff members (paid and unpaid) shall sign a statement certifying that they have read and understood these fair campaign provisions.

SECTION 7. 2003 TRANSITION ELECTION

Following the adoption of these Bylaws, and consistent with that Settlement Agreement dated December 12, 2001, there shall be an election for all Delegates for each radio station area. The interim Board of Directors, by resolution, shall establish a nomination and election timeframe for said elections, which timeframe may be shorter and on dates other than those set forth in Section 5 of this Article of these Bylaws.

For this transition election only, the 3 Staff Delegates and 9 Listener-Sponsor Delegates for each radio station highest ranked in this first election shall serve for a term expiring December 2006, and the next highest ranked 3 Staff Delegates and 9 Listener-Sponsor Delegates shall serve for a term expiring in December 2004. Beginning with the 2004 election of Delegates, Delegate elections shall thereafter proceed in accordance with the remainder of the provisions of this Article of these Bylaws.

SECTION 8. DELEGATES: TERMS OF OFFICE; TERM LIMITS

A Delegate's term of office, shall be three (3) years, beginning in December. A Delegate may serve a maxi-mum of two consecutive 3-year terms, and in no event more than six (6) consecutive years. A

Delegate shall not be eligible for further service as a Delegate until one year has elapsed after the termination of the Delegate's second consecutive three-year term.

SECTION 9. REMOVAL OF DELEGATES

Any Delegate shall be removed from the position of Delegate, and cease to be a Delegate, upon the occur-rence of any of the following: (A) said Delegate's death or resignation; (B) upon the occurrence of a dis-qualifying act, e.g. the appointment to an elected political office; (C) failure of a Delegate to attend three consecutive Local Station Board meetings, which absences have not been excused by a majority vote of the LSB members present at the meetings in question; (D) upon the fair and reasonable determination, by a " vote of all the Directors of the Foundation, or a 2/3 vote of all the Delegates for the same radio station as the Delegate in question, at a meeting on said issue, after a review of the facts, that, in its sole discre-tion, said Delegate has exhibited conduct that is adverse to the best interests of the Foundation or the radio station; or (E) upon the majority vote of the class of Members associated with the radio station who origi-nally elected the Delegate voting by written ballot in an election to remove said Delegate, provided that a quorum is established by written ballot, and further provided that before any such election may be held the Secretary of the appropriate Local Station Board shall first have received a petition signed by at least two percent (2%) of the appropriate class of Members affiliated with that radio station seeking said Delegate's removal due to conduct by the Delegate that is specifically alleged in the petition to be adverse to the best interest of the Foundation or the local radio station. In the event of a removal proceeding pursuant to this Section 9(D) or 9(E), the Delegate must be afforded reasonable and appropriate due process according to the circumstances, including notice and an opportunity to be heard at the meeting or in writing if a written ballot is submitted to the Members. Any Delegate who is removed who was simultaneously serving as a Foundation Director or an officer of the Foundation or an LSB shall also be deemed removed from any and all of these positions and from any positions on a committee that s/he held by reason of his/her role as a Delegate or Director. Notice of a meeting to remove a Delegate must be given in writing at least thirty (30) days in advance. A Delegate removed pursuant to this Section 9(D) or 9(E) shall not be eligible for reelection as a Delegate for a period of three (3) years.

SECTION 10. FILLING OF VACANCIES

If a Delegate position becomes vacant mid-term, that Delegate shall be replaced for the remainder of his/her term by the highest ranked candidate from the last election of Delegates for that Class of Members for that station who was not elected and who is available and continues to meet the Delegate eligibility requirements as set forth in Section 2(A) or 2(B) of this Article of these Bylaws. In the event that no eli-gible and available candidate from the last election is found, then the Delegates for that radio station shall appoint a Member of the appropriate class to serve as Delegate and fill the seat for the remainder of the term.

SECTION 11. COMPENSATION

Delegates shall serve without compensation except that they shall be allowed reasonable advancement or reimbursement of expenses incurred in the performance of their regular duties.

ARTICLE FIVE
BOARD OF DIRECTORS OF THE FOUNDATION

SECTION 1. BOARD OF DIRECTORS - ELIGIBILITY, NUMBER, POWERS AND DUTIES

A. DIRECTORS DEFINED

Directors are those natural persons who have been elected to and are serving on the Foundation's Board of Directors ("Board").

B. ELIGIBILITY

Any Delegate who is currently serving as a Delegate and has served at least one (1) year as a Delegate is eligible for election to the office of Director by the Delegates for his/her radio station area subject to Section 3 of this Article of the Bylaws. Any natural person who is not currently serving as a Delegate for any radio station area is eligible for nomination and election as an "affiliate" director or an "at large" director, subject to Section 4 or 5 of this Article of the Bylaws. Notwithstanding the foregoing, no person who holds any elected or appointed public office at any level of government -- federal, state, or local -- or is a candidate for such office, shall be eligible for election to the position of Director. A Director shall be deemed to have resigned the position of Director if s/he becomes a candidate for public office or accepts a political appointment during his or her term as a Director. This restriction shall not apply to civil service employment by governmental agencies.

C. NUMBER

There shall be a minimum of twenty-two (22) and a maximum for twenty-three (23) Directors of the Foun-dation. The Board of Directors shall fix by resolution, from time to time, the exact number of Directors within the minimum and maximum numbers permitted herein. The Board shall have equal representation from each of the Foundation's five radio stations. The Delegates from the five Foundation radio stations shall each elect four (4) Directors : three (3) of whom shall be Listener-Sponsor Delegates and one (1) of whom shall be a Staff Delegate -- for a total of twenty (20) "Station Representative" Directors, as set forth in Section 3 of this Article of the Bylaws. In addition, the Board shall elect two (2) "Affiliate Repre-sentative" Directors from nominees submitted as set forth in Section 4 of this Article of the Bylaws. If the Board, by resolution, fixes the number of Directors at 23, then one additional Director shall be nominated and elected as an "At-large" Director as set forth in Section 5 of this Article of the Bylaws.

D. GENERAL POWER AND AUTHORITY

Subject to the provisions of the California Nonprofit Public Benefit Corporation law, and any limitations in the Articles of Incorporation and these Bylaws relating to action required or permitted to be taken or approved by the Members or Delegates of the Foundation, the activities and affairs of the Foundation shall be conducted and all corporate powers shall be exercised by or under the direction of the Board.

E. SPECIFIC POWERS AND DUTIES

Without prejudice to the general power of the Board set forth above in Section 1D of this Article of these Bylaws, and subject to any limitations set forth in these Bylaws, the ongoing duties and powers of the Board shall include, but not be limited to:

(1)Ensuring and facilitating fulfillment of the purposes of the Foundation as set forth in the Articles of Incorporation;

(2)Ensuring compliance with applicable state and federal laws;

(3)Ensuring the financial health of the Foundation by adopting and monitoring an annual budget and over-seeing an independent annual audit of the Foundation's books and accounts;

(4)Ensuring regular communication with the Members;

(5)Appointing, supervising and discharging the Foundation's Executive Director, Chief Financial Officer and all Foundation officers, prescribing powers and duties for them as are consistent with the law and these Bylaws, and setting salaries and wages;
(6)Overseeing the conduct, management and control of the Foundation's affairs and activities, including the monitoring of the activities and actions of its radio stations and national staff consistent with applicable law and regulations, the Articles of Incorporation and these Bylaws;

(7)Meeting at such regular times and places as required by these Bylaws and meeting at such other times as may be necessary in order to carry out the duties of the Board;

(8)Registering their addresses, telephone numbers, facsimile telephone numbers and email addresses with the Foundation's Secretary. Notices of meetings mailed, transmitted by telecopier or facsimile, or emailed to them at such addresses shall be deemed valid notices thereof.

SECTION 2. TERM

The term of a Director shall be one (1) year. A Director may serve no more than five consecutive one-year terms. A Director shall not be eligible for further service as a Director until one year has elapsed after the termination of a Director's fifth consecutive one-year term.

SECTION 3. NOMINATION AND ELECTION OF STATION REPRESENTATIVE DIRECTORS

A. NOMINATION

Any current Delegate of any class of Members may nominate any other current Delegate of any class of Members serving the same radio station for the office of Director, provided that the nominee has served at least one year as a Delegate for that radio station. Said nominations shall be given in writing to the Re-cording Secretary for the radio station Local Station Board ("LSB") by December 31 prior to the election of Directors in January.

B. ELECTION

The Delegates for each radio station shall meet annually in early January to elect four Directors to represent that radio station on the Board. The Delegates of both classes of Members, voting together, shall elect three Listener-Sponsor Directors using the Single Transferable Voting method, and shall elect one Staff Director using the Instant Runoff Voting method, to represent that radio station on the Board. The Staff Director must be a Staff Delegate. The Listener-Sponsor Directors must be Listener-Sponsor Delegates.

C. SEATING OF STATION REPRESENTATIVE DIRECTORS

All newly elected Station Representative Directors shall be seated at the Meeting of the Board of Directors held in late January each year, when their terms shall commence.

SECTION 4. NOMINATION AND ELECTION OF AFFILIATE REPRESENTATIVE DIRECTORS

A. NOMINATION

Any Foundation "affiliate station" (as defined below) or any association of affiliate stations may nominate one or more candidates for the two Affiliate Director positions on the Board. Nominations shall close on November 15th each year and shall be submitted in writing to the Foundation Secretary for forwarding to the board. Every affiliate station or association of affiliate stations submitting nominee(s) shall include with said nomination(s) a written explanation of its procedure for selecting the nominee(s). Said statement shall be certified by the station general manager or the governing board secretary of each affiliate station nominating said candidate(s) or by the secretary of the association of affiliate stations, as appropriate. In addition, each nominee shall submit his/her resume and a statement of his/her interest in serving as a Di-rector of the Foundation. The Foundation Secretary shall forward to all Foundation Directors all materials submitted supporting each nominee not later than December 1st.

For purposes of this Section, an "affiliate station" shall be defined as any non-profit non-commercial broadcaster that broadcasts programming provided or distributed by the Foundation pursuant to a written agreement with the Foundation, including, for example, community radio stations, internet broadcasters or digital broadcasters, as such technology may be developed. An affiliate station shall not be a radio sta-tion whose broadcast license is held by the Foundation. For purposes of this Section, an "association of affiliate stations" shall be defined as any group of affiliate stations that have joined together to form an association, provided that said association has adopted bylaws and its membership is limited solely of af-filiate stations.

B. ELECTION

As the first order of business, and given 30 days advance notice, at the Board meeting in December each year, the Directors present and voting (excluding any then current Affiliate or At-Large Directors from the vote) shall establish a protocol for balloting and shall elect two (2) Affiliate Representative Directors from the nominees submitted by affiliate stations and/or affiliate station associations, using the Single

Transfer-able Voting method. Affiliate Directors shall serve for a one-year term which shall commence with their seating at the regular January Board meeting.

SECTION 5. NOMINATION AND ELECTION OF AT-LARGE DIRECTOR

A. NOMINATION

In the event that the Board resolves that there shall be twenty three (23) Foundation Directors (the maximum number of Directors permitted under these bylaws) then there shall be one "At-Large" Director elected each year. Candidates for election as an "At-Large" Director shall be nominated by majority vote of the Delegates from a minimum of three radio stations, with the Delegates from each station voting separately by station area. Nominations shall close on February 15th each year and shall be submitted in writing by that date to the Foundation Secretary together the nominee's resume and a statement of his/her interest in serving as a Director of the Foundation. The Foundation Secretary shall forward to all Directors all materials submitted supporting each nominee not later than March 1st.

B. ELECTION

As the second order of business at the Board meeting in March each year in which an At-large director is to be elected, the Directors present and voting (excluding any then current Affiliate Representative or At-Large Directors from the vote) shall elect one (1) At-Large Director from the nominees submitted by the Delegates, using the Instant Runoff Voting method. The At-Large Director shall serve for a one year term which shall commence immediately upon his/her election.

SECTION 6. TRANSITION ELECTION

Following the adoption of these Bylaws, and within the timeframe established by the interim Board, and following the election of Delegates pursuant to Section 7 of Article 4 of these Bylaws, the Delegates from each station area shall meet and elect four (4) Directors : three (3) of whom shall be Listener-Sponsor Directors elected by Single Transferable voting, and one (1) of whom shall be a Staff Director elected by Instant Runoff Voting. For the purposes of this election only, and contrary to the provisions of Section 3(A) of this Article, one year's previous service as a Delegate shall not be an eligibility requirement. The term of these Station Representative Directors shall expire upon the election and seating of their succes-sors in January 2005. In addition, nominations for the two (2) Affiliate Directors shall be opened.

SECTION 7. REMOVAL OF DIRECTORS

Consistent with applicable law, any Director shall be removed from the position of Director, and cease to be a Director upon the occurrence of any of the following: (A) said Director's death or resignation; (B) upon the occurrence of a disqualifying act, e.g. candidacy, election or appointment to a political office; (C) failure of a Director to attend three consecutive Board meetings, which absences have not been excused by a majority vote of the Directors present and voting at the meetings in question; (D) upon the fair and reasonable determination by a 2/3 vote of all the Directors on the Board (excluding the Director in ques-tion) after a review of the facts that said Director has exhibited conduct that is adverse to the best interests of the Foundation; (E) upon the 2/3 vote of the Delegates present and voting (but not less than a majority of all the Delegates) of the radio station that elected said Director (excluding the

vote of the Director in question) that said Director has exhibited conduct that is adverse to the best interests of the Foundation; or, in the case of an "Affiliate Representative" or "At-Large" Director, upon the vote of the Delegates from a minimum of three radio stations, voting separately, that said Director has exhibited conduct that is adverse to the best interests of the Foundation, provided that a 2/3 vote of the Delegates present and voting (but not less than a majority of all the Delegates) for each radio station shall be required to remove an "Affiliate Representative" or "At-Large" Director; or (F) upon the expiration or termination for any reason of said Director's term as a Delegate for his/her radio station s/he represents or upon the removal of the Director as a Delegate by the Members pursuant to Section 9 of Article 4 of these Bylaws. In the event of a removal proceeding pursuant to this Section 7(D) or 7(E), the Director shall be afforded reasonable and appropri-ate due process according to the circumstances, including notice and an opportunity to be heard. Removal of a Director hereunder shall also constitute removal of said Director from any position as a Foundation Officer and from any positions on a committee that s/he held by nature of his/her role as a Director. Notice of a meeting to remove a Director must be given at least 30 days in advance of said meeting.

SECTION 8. FILLING VACANCIES ON THE BOARD

If a Director's seat previously held by a "Station Representative" Director becomes vacant for any reason, that seat shall be immediately filled for the remainder of the term by a Director elected by the Delegates from that radio station, provided, however, that if the previous Director was a Staff Director, the Delegates shall election a Staff Director and if the previous Director was a Listener-Sponsor Director, then a Listen-er-Sponsor Director shall be elected. If a Director's seat previously held by an "Affiliate Representative" or "At-Large" Director becomes vacant for any reason, that seat shall be filled for the remainder of that term by the majority vote of the Board from the most recent list of nominees it had received for "Affili-ate Representative" or "At-Large" Directors, as applicable, or if none, then nominations shall be declared open and the seat shall be filled the following March for a new one-year term.

SECTION 9. COMPENSATION

Directors shall serve without compensation except that they shall be allowed reasonable advancement or reimbursement of expenses incurred in the performance of their regular duties.

SECTION 10. RESTRICTION REGARDING INTERESTED DIRECTORS

Notwithstanding any other provision of these Bylaws, not more than forty-nine percent (49%) of the persons serving on the Board may be interested persons. For purposes of this Section, "interested person" means either: (1) Any person who currently is being or has been compensated by the Foundation for services rendered within the previous 12 months, whether as a full-time or part-time officer, employee, independent contractor, or otherwise, or (2) any brother, sister, ancestor, descendant, spouse, domestic partner, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of any such person.

ARTICLE SIX
MEETINGS OF THE BOARD OF DIRECTORS

SECTION 1. TIME AND PLACE OF MEETINGS

The "Annual Meeting" of the Board of Directors shall take place in late January each year, or at such other times and places as agreed by a majority vote of the Board of Directors. The Board shall also regularly meet in March, June and September of each year. The four regular Board meetings shall rotate through the five Foundation radio station areas so that meetings do not take place twice in the radio same station area until a meeting has been held in all other station areas.

SECTION 2. SPECIAL MEETINGS

Special meetings of the Board of Directors may be called by the Chairperson of the Board, any two Officers of the Foundation, or by any three Directors.

SECTION 3. TELEPHONIC MEETINGS

The Board may hold special meetings, but not regular meetings, by telephone conference, video screen communication or other communications equipment, provided, however, that telephone appearance at meetings scheduled as "in-person" meetings is not permitted. Participation in a telephonic meeting under this Section shall constitute presence at the meeting if all of the following apply:

A. Each Director participating in the meeting can communicate concurrently with all other Directors.

B. Each Director is provided the means of participating in all matters for the Board, including the capacity to propose, or to interpose an objection to, a specific action to be taken by the Foundation.

C. The Board has a means of verifying that the person participating at the meeting is a Director and that all votes cast during said meeting are cast only by Directors.

SECTION 4. NOTICE

Notice of every regular meeting of the Board of Directors, stating the time and place of said meeting, and the purposes thereof, shall be sent to each Director by first class mail, facsimile or email, according to the preference each Director specifies in writing to the Foundation's Secretary, at least thirty (30) days before any such meeting. Special meetings shall require only seven (7) days advance notice, but shall also require telephonic notice by leaving a message at the telephone number given to the Foundation's Secretary for such notice by each Director, and shall specify the purpose of the meeting. No additional business not stated in the notice shall be conducted at a special meeting. Notice of all meetings shall be placed on the Foundation's website and announced a minimum of 3 times daily on air for five consecutive days on all Foundation radio stations, beginning, whenever reasonably possible, no later than ten days before the date of said meeting.

Notice of a meeting hereunder will be deemed waived by a Director who affirmatively agrees to attend a meeting or to waive this advance notice requirement, signs a waiver of notice or a written consent to hold the meeting, or who attends the meeting without protesting prior to the meeting or upon commencement of the meeting to the lack of notice to that Director.

SECTION 5. QUORUM AND APPROVAL

A quorum at any meeting of the Board of Directors shall consist of a majority of the then serving Directors. If after a quorum has been established at a meeting of the Directors some Directors leave the meeting and there is no longer a quorum present, those Directors remaining may continue to take action so long as a resolution receives at least that number of affirmative votes as would constitute a majority of a quorum. (E.g., if the quorum is 12 Directors, and a majority of a quorum is 7 Directors, then so long as 7 Directors remain present and vote in the affirmative the resolution shall be adopted.) Except as otherwise expressly provided herein, the approval of a majority of the Board present and voting shall be required for any ac-tion of the Board.

SECTION 6. PROXIES

All action taken by Directors shall be taken by the elected Director personally. The powers of members of the Board may not be exercised by alternates, by proxy or the like.

SECTION 7. OPEN MEETINGS

All meetings of the Board of Directors and its committees shall be open to the Members and to the public, with the exception of those meetings dedicated to or predominantly regarding personnel, proprietary information, litigation and other matters requiring confidential advice of counsel involving commercial or financial information obtained on a privileged or confidential basis, or relating to a purchase of property or the use or engagement of services whenever the premature exposure of said purchase or sale, in the Board's sole opinion may compromise the legitimate business interest of the Foundation. In the event that all or a portion of a meeting is closed, the Board shall indicate in its notice of said meeting that the meeting or a part of it shall be closed. In addition, within a reasonable period after the closed meeting, the Foundation's Secretary shall post on the Foundation's website a general statement of the basis on which all or part of said meeting was closed.

No person shall be required, as a condition for attendance at any public meeting or to publicly comment, to register his/her name or to provide any other information. With the exception of telephone meetings, all public meetings of the Board and its committees shall include public comment periods. Public comment periods at Board meetings shall be not less than one hour, and at committee meetings, not less than one-half hour.

The Board shall make reasonable efforts to broadcast or webcast all its public meetings, and committee meetings, whether such meetings are in-person or telephonic.

SECTION 8.ACTION BY UNANIMOUS WRITTEN CONSENT

Any action that the Board is required or permitted to take may be taken without a meeting if all Directors consent in writing to the action; provided, however, that the consent of any Director who has a material financial interest in a transaction to which the Foundation is a party and who is an "interested director" as defined in California Corporations Code Section 5233 (as it may be amended from time to time) shall not be required for approval of said transaction. 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 minutes of the proceedings of the Board.

SECTION 9. ACCESSIBILITY

All public Board meetings shall be held in spaces fully accessible as defined in the Americans with Disabilities Act and any other applicable state and federal laws. Properly closed sessions may be held otherwise unless this would preclude access for any individual entitled to attend.

ARTICLE SEVEN
LOCAL STATION BOARDS

SECTION 1. LOCAL STATION BOARDS

There shall be a standing committee of the Board of Directors for each Foundation radio station which shall be known as the Local Station Board ("LSB"). The powers, duties and responsibilities of the LSBs shall be those set forth in these Bylaws and such other powers, duties and responsibilities as the Board of Directors may from time to time delegate to them.

SECTION 2. COMPOSITION OF THE LOCAL STATION BOARDS

Each LSB shall consist of the 24 Delegates elected by the Members for that radio station - 18 Listener-Sponsor Delegates and 6 Staff Delegates. (Four of the Delegates for each radio station shall also concurrently serve as Directors of the Foundation, as set provided in Section 3 of Article 5 of the Bylaws.)

In addition, an "associate station," if any, as that term is defined in Section 8 of this Article, may appoint one representative to the LSB of the radio station with which it is associated. Associate station representa-tives shall be voting members of the LSB; provided, however, that no associate station representative shall have the right to vote for the election or removal of any Foundation Director or Delegate nor may s/he be eligible for election by the Delegates to the office of Director. No LSB shall have more than a total of three (3) associate station representatives (and no more than one (1) from any one associate station) at any given time. The term of office of an associate station representative shall be three years, with a maximum of two consecutive three-year terms of service on an LSB.

The station's General Manager shall serve as a non-voting member of the station's LSB.

SECTION 3. SPECIFIC POWERS & DUTIES

Each LSB, acting as a standing committee of the Foundation's Board of Directors, shall have the following powers, duties and responsibilities related to its specific radio station, under the direction and supervi-sion of the Foundation's Board of Directors:

A. To review and approve that station's budget and make quarterly reports to the Foundation's Board of Directors regarding the station's budget, actual income and expenditures.

B. To screen and select a pool of candidates for the position of General Manager of its respective radio station, from which pool of approved candidates the Executive Director shall hire the station's General Manager.. The LSB may appoint a special sub-committee for this purpose.

C. To prepare an annual written evaluation of the station's General Manager.

D. Both the Executive Director and/or an LSB may initiate the process to fire a station General Manager. However, to effectuate it, both the Executive Director and the LSB must agree to fire said General Manager. If the Executive Director and the LSB cannot agree, the decision to terminate or retain said General Manager shall be made by the Board of Directors.

E. To screen and select a pool of candidates for the position of station Program Director, from which pool of approved candidates the station's General Manager shall hire the station's Program Director. The LSB may appoint a special sub-committee for this purpose.

F. To prepare an annual written evaluation of the station's Program Director.

G. To work with station management to ensure that station programming fulfills the purposes of the Foun-dation and is responsive to the diverse needs of the listeners (demographic) and communities (geographic) served by the station, and that station policies and procedures for making programming decisions and for program evaluation are working in a fair, collaborative and respectful manner to provide quality program-ming.

H. To conduct "Town Hall" style meetings at least twice a year, devoted to hearing listeners views, needs and concerns.

I. To assist in station fundraising activities.

J. To actively reach out to underrepresented communities to help the station serve a diversity of all races, creeds, colors and nations, classes, genders and sexual orientations, and ages and to help build collaborative relations with organizations working for similar purposes.

K. To perform community needs assessments, or see to it that separate "Community Advisory Committees" are formed to do so.

L. To ensure that the station works diligently towards the goal of diversity in staffing at all levels and maintenance of a discrimination-free atmosphere in the workplace.

M. To exercise all of its powers and duties with care, loyalty, diligence and sound business judgment con-sistent with the manner in which those terms are generally defined under applicable California law.

SECTION 4. OTHER LOCAL STATION BOARD POWERS AND AUTHORITY

By resolution, the Foundation's Board of Directors may delegate any other corporate powers it deems appropriate to an LSB with regard to that specific radio station. Any such power delegated to an LSB is subject to revocation at any time by the Board of Directors. Any and all actions, resolutions and policies taken or adopted by an LSB may be overridden by a majority vote of the Directors if said action, resolution or policy is found by the Board of Directors to be adverse to the mission and/or charitable or business purposes of the Foundation, to exceed the power or authority granted to said LSB or to be inconsistent with these Bylaws, the Articles or applicable laws and regulations.

SECTION 5. ELECTION OF OFFICERS

Each Local Station Board shall elect a Chair, a Vice-Chair, a Recording Secretary, and a Treasurer, who shall be elected annually at the December meeting of the LSB for a term of one year using the Instant Runoff Voting method. Each of these officers shall serve at the pleasure of the LSB and shall have those powers and shall perform those duties as may be prescribed by its LSB. With the exception of the Chair and the Vice Chair, an officer of an LSB is not required to be a Delegate. Local Station Board officers may not serve concurrently as Foundation Directors, and must resign their position as an LSB officer if elected to the Board of Directors.

SECTION 6. MEETINGS

A. FREQUENCY

Each LSB shall meet as often as required to accomplish it duties, but not less than every other month.

B. TIME AND PLACE

The LSB shall establish, by majority vote, the time and place of each meeting, provided, however that no meeting shall occur sooner than ten (10) days from the date of the vote scheduling said meeting without the unanimous agreement of all the LSB officers that a shorter period is required to address urgent matters and, in the event of less than 10-days notice, notice shall be given by telephone message to all LSB mem-bers at least 24 hours before the meeting. There shall be a meeting of the LSB in December each year to seat newly elected Delegates and to elect LSB officers, and in early January to elect Director(s). Meetings shall be held within the local radio station area in facilities of sufficient size to accommodate Members affiliated with that radio station and the public, preferably in the station.

C. MEMBERS & PUBLIC PARTICIPATION

LSB meetings shall be open to the public and to all Members, with the exception of those meetings dedicated to, or predominantly regarding, personnel, proprietary information, litigation and other matters requiring confidential advice of counsel, involving commercial or financial information obtained on a privileged or confidential basis or relating to a purchase of property or the use or engagement of services whenever the premature exposure of said purchase or sale, in the LSB's sole opinion, may compromise the legitimate business interest of said radio station or the Foundation. In the event that all or a portion of a meeting is closed, the LSB shall indicate in its notice of said meeting that the meeting or a part of it shall be closed. In addition, within a reasonable period after the closed meeting, the LSB's Secretary shall post on the station's website a general statement of the basis on which all or part of said meeting was closed. Each meeting shall include a public comment period of not less than thirty (30) minutes. No person shall be required, as a condition for attendance at any public meeting or to publicly comment, to register his/her name or to provide any other information.

D. NOTICE

The public and all Members shall be notified of each LSB meeting. Four on-air announcements, made during prime time on the radio station on four different days, beginning, whenever feasible, at least 7

days prior to the date of each meeting, shall be considered adequate notice. In the event of LSB meetings con-vened on short notice for urgent business, all reasonable efforts shall be made to broadcast notice of the meeting at least three times during prime time for two days prior to the meeting. Whenever feasible, notice shall also be posted on the station's website at least 7 days prior to the date of each meeting.

E. RECORDKEEPING AND RULEMAKING

Meetings and actions of the LSB shall be governed by the provisions of these Bylaws. A book of Minutes of all meetings and actions of the LSB shall be kept and shall be filed with the records of the LSB, which book shall include the time and place of each meeting, the notice given, how authorized, any waivers or consents, the names of those present, and a summary of the proceedings. Minutes of closed meetings shall be maintained, but sealed as confidential. A copy of all Minutes and actions of the LSB shall also be forwarded to the Foundation's Secretary for maintenance pursuant to Section 1(A) of Article 12 of these Bylaws. Each LSB may adopt additional rules for the governance of its LSB so long as the rules are not inconsistent with these Bylaws.

SECTION 7. QUORUM AND APPROVAL

A quorum at any meeting of an LSB shall be a majority of the then currently serving LSB members, not including the Station Manager. Associate station representatives shall not be counted for purposes of establishing a quorum for matters on which they are not entitled to vote. If after a quorum has been estab-lished at a meeting of the LSB some of the LSB members leave the meeting and there is no longer a quo-rum present, those LSB members remaining may continue to take action so long as a resolution receives at least that number of affirmative votes as would constitute a majority of a quorum. (E.g., if the quorum is 13 LSB members, and a majority of a quorum is 7, then so long as 7 LSB members remain present and vote in the affirmative the resolution shall be adopted.) Except as otherwise expressly provided in these Bylaws, the approval of a majority of the LSB members present and voting shall be required for any action of said LSB. In the event that the vote on any motion results in a tie, the motion shall not pass.

SECTION 8. ASSOCIATE STATIONS

A. A Foundation radio station may choose to associate with any geographically contiguous community radio station for the purpose of re-broadcasting no less than seventy-five percent (75%) of that Foundation radio station's programming. The terms of said association shall be memorialized in a written agreement between the Foundation radio station and the community radio station, which agreement must first be approved by the Board of Directors to be effective. Such a community radio station must produce some local programming, operate under a mission statement compatible with that of the Foundation and have a democratically elected station board. Such a community radio station will be referred to as an "associate station", which station is different from an "affiliate station" as referenced in Section 4(A) of Article 6 of these Bylaws. An associate station may be permitted to appoint one (1) representative to the LSB of the Foundation radio station with which it is affiliated for a term of three years commencing in December of the year of appointment, provided, however, that no LSB shall have representatives from more than 3 associate stations on its LSB.

B. Associate station representatives sitting on LSBs are subject to removal by either their own station boards according to their own respective terms of accountability and appropriateness or by the majority

vote of all the LSB (excluding the vote of the associate station representative in question). The LSB must notify the associate station board at least 30 days prior to any vote to remove its representative about any difficulties or concerns regarding its associate station representative in order to provide said associate ra-dio station the opportunity to consult with its representative about the LSB's concerns and/or to designate a replacement representative.

SECTION 9. PROXIES NOT PERMITTED

All actions taken by LSB members shall be taken personally. The powers of Delegates and associate station representatives may not be exercised by alternates, by proxy or the like.

SECTION 10. LOCAL STATION BOARD ADVISORY COMMITTEES

A. An LSB may, by resolution, designate one or more advisory committees, to serve at the pleasure, direc-tion, and supervision of the LSB. Any such advisory committee shall include, at least, two (2) LSB mem-bers. Members affiliated with that radio station shall be eligible for appointment to a committee. Station Advisory Committee members shall not be considered agents of the Foundation or the radio station and shall not have the authority to bind the Foundation or the radio station with which it is affiliated.

B. Meetings and actions of local station advisory committees shall be governed by the provisions of Section 6 of this Article of these Bylaws with such changes as are necessary in said provisions to substitute the committee(s) and its members for the LSB and its members, except that the time of regular meetings of committees may be determined by resolution of the LSB as well as a vote of the committee and that the committees shall not be required to meet in December or January unless they otherwise agree, or the LSB resolves that it should do so, and provided that notice of committee meetings shall be deemed adequate if announced at LSB meetings and, when feasible, posted on the station's web page. Special meetings of committees may also be called by resolution of the LSB or the committee. The LSB may adopt additional rules for government of any committee that are not inconsistent with the provisions of these Bylaws.

C. The general duty of advisory committees shall be to advise the LSB on the issues for which the committee was created. Advisory committees shall have only those duties and powers set forth by resolution of the LSB, which powers shall not include the power to: (1) approve any action which, under the California Nonprofit Public Benefit Corporation Law or these Bylaws, requires the approval of the Members, Direc-tors, the LSB, or the Delegates; (2) fill vacancies on the Board, LSB or on any committee; (3) amend or repeal these Bylaws or adopt new bylaws; (4) amend or repeal any resolution of the Board or the LSB; (5) create any other committees of the Board or LSB; (6) approve or execute any contract or transaction; or
(7) incur any indebtedness, or borrow money, on behalf of the Foundation or any LSB.

ARTICLE EIGHT
OTHER COMMITTEES OF THE BOARD OF DIRECTORS

SECTION 1. COMMITTEES OF THE BOARD

In addition to the Local Station Boards, the Board of Directors may, by resolution, designate one or more committees, to serve at the pleasure of the Board. Any such committee shall have only such authority as provided by resolution of the Board and no committee may without full Board review and approval:

A. Approve any action which, under the California Nonprofit Public Benefit Corporation Law or these Bylaws, also requires the approval of the Members or the Delegates;

B. Fill vacancies on the Board or in any committee (except that Delegates may fill vacancies on the board for their local station area);

C. Fix compensation for Directors for serving on the Board or on any committee;

D. Amend or repeal these Bylaws or adopt new bylaws;

E. Amend or repeal any resolution of the Board;

F. Create any other committees of the Board or appoint members of the committees to the Board, provided, however, LSBs shall be entitled to create subcommittees of the LSB;

G. Approve or execute any contract or transaction to which the Foundation is a party; or

H. Incur any indebtedness, or borrow money, on behalf of the Foundation.

SECTION 2. COMPOSITION OF BOARD COMMITTEES

Except as otherwise provided in these Bylaws, all committees shall include at least one Director from each Foundation radio station and two Delegates, who are not then serving as Directors, from each radio station, provided, however, that the inclusion of Delegates on a committee shall not be required where the Board by a majority vote determines that the privileged, sensitive or confidential nature of the matters to be addressed by said committee preclude the inclusion of Delegates as committee members in order for said committee to effectively and efficiently perform its duties. The Board may designate one or more Directors as alternate members of any committee. Director committee members shall be selected by a majority vote of the Board using the Instant Runoff Voting method, provided however that if there is an election for more than one committee member, then the Board shall use the single transferable method of voting to select committee members. Delegate committee members shall be elected by their respective LSBs using the Instant Runoff Voting method, provided however that if there is an election for more than one committee member, then the LSBs shall use the single transferable method of voting to select committee members.

SECTION 3. STANDING COMMITTEES

In addition to the LSBs for each of the Foundation's radio stations, the Board of Directors shall also have the following standing committees: (A) a Coordinating Committee, which shall coordinate Board activi-ties between meetings, which committee shall include as members all Foundation officers and at least one Director from each radio station area, but shall not include any non-Director LSB Delegates, provided however that the Coordinating Committee shall not be considered an "executive committee" and shall not exercise any powers of the Board without Board approval; (B) a Governance Committee, which shall reg-ularly review the Foundation's bylaws and policies for governance of Board activities; (C) a Technology Committee, which shall advise the Board as to emerging technologies; (D) a Programming Committee, which shall insure that programming at all Foundation radio stations meets and fulfills the Foundation's purposes as stated in the Articles of Incorporation; (E) a Finance Committee, The Finance Committee which shall review and recommend the annual budget for board approval and shall monitor and report Foundation financial activities at least quarterly and shall include as members the Chief Financial Officer, a Director from each radio station area and the treasurers of each LSB. (The chair of the Finance Com-mittee shall be a Director who may be referred to as the Board "Treasurer". However, the Board Treasurer shall not be an officer of the Foundation. The Foundation's Chief Financial Officer shall be an employee of the Foundation and shall not be the Board Treasurer. The Board Treasurer shall not represent him/herself to any party as an officer of the Foundation nor may s/he sign documents on behalf of the Foundation re-quiring the signature of the Chief Financial Officer nor represent him/herself to have any authority to bind the Foundation.); and (F) an Audit Committee, which shall oversee the annual audit of the Foundation's books and shall not include Finance committee members..

SECTION 4. COMMITTEES OF INCLUSION

In addition, there shall be established, in each of the Foundation's radio station areas, standing committees of the Board to monitor the under-representation of communities in their respective radio station areas. These "Committees of Inclusion" shall include one Director and three LSB members from each radio sta-tion area who shall be elected by their respective LSBs, and such additional individuals as those four shall choose by majority vote. The Committees of Inclusion will monitor both station programming and staffing in consultation with the LSBs. They will also monitor the diversity of election candidates and work with the LSBs' appropriate committees to improve the diversity of election candidates at the local and national level. These Committees of Inclusion shall monitor diversity participation in consultation with the general manager, local committees and the Board, the status of which will be published and maintained in each respective radio station area. Communities deemed to be under-represented by the Committees of Inclu-sion will be identified and the extent of their under-representation shall be communicated to the Board, the respective LSBs and any local outreach committees. Station managers and appropriate LSB committees will be expected to consider these communities in their future decisions about staffing, programming, and candidate outreach, subject to any applicable state and federal laws and regulations. All station managers and Committees of Inclusion will report to the Board and their respective LSBs quarterly on the status of diversity within their radio station areas. The Board shall query and monitor radio station areas with iden-tified under-represented communities and any plans for addressing these under-represented communities'increased participation. Where necessary with due notice, the Board will suggest and/or direct managers and committees to implement specific measures to improve the status of under-represented communities in their respective radio station areas. The Board will assist and encourage station managers and Com-mittees of Inclusion

in finding new ways to improve recruitment efforts in their respective radio station areas.

SECTION 5. MEETINGS AND ACTIONS OF COMMITTEES.

Meetings and actions of committees shall be governed by, and held and taken in accordance with, the pro-visions of Article 6 of these Bylaws with such changes in the context of those sections as are necessary to substitute the committee and its members for the Board and its members, except that the time of regular meetings of committees may be determined by resolution of the Board as well as the committee. Special meetings of committees may be called by resolution of the Board or by the committee Chair or by any two committee members and notice of special meetings of committees shall also be given to all alternate committee members, who shall have the right to attend all meetings of the committee. Any committee member shall have the right to place a matter on the agenda for discussion by the committee. The Board may adopt additional rules for the government of any committee that are not inconsistent with the provi-sions of these Bylaws.

ARTICLE NINE
OFFICERS OF THE FOUNDATION

SECTION 1. DESIGNATION OF OFFICERS

The officers of the Foundation shall be a Chairperson, a Vice Chairperson, an Executive Director, a Sec-retary, and a Chief Financial Officer. The Foundation may also have, at the discretion of the Board of Di-rectors, one or more Assistant Secretaries. Any number of offices may be held by the same person, except that neither the Secretary nor the Chief Financial Officer shall serve concurrently as the Chairperson of the Board or the Executive Director. With the exception of the Chairperson of the Board and the Vice-Chair-person of the Board, no officer is required to be a Director.

SECTION 2. ELECTION OF OFFICERS; TERM

The officers of the Foundation shall be appointed and/or elected by the Board of Directors, and each shall serve at the pleasure of the Board (subject to the rights, if any, of an officer under any contract of employ-ment, if any). With the exception of the Executive Director and the Chief Financial Officer, all officers shall serve for a term of one (1) year, unless s/he resigns, is removed or is otherwise disqualified to serve prior to the expiration of his/her term, and shall be elected by the Board at its annual meeting in January each year using the Instant Runoff Voting method. (The Chair, Vice Chair and Secretary shall be elected at the first meeting of the Board following the adoption of these Bylaws for terms to expire in January 2005, subject to the rights, if any, of an officer under any contract of employment, if any.)

SECTION 3. REMOVAL AND RESIGNATION OF OFFICERS

A. Subject to the rights, if any, of an officer, under any contract of employment, any officer may be removed, either with or without cause, by the Board at any regular or special meeting thereof.

B. Any officer may resign at any time by giving written notice to the Board. Any such resignation shall take effect upon the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any

such resignation is without prejudice to the rights, if any, of the Foundation under any contract to which the officer is a party.

SECTION 4. VACANCIES IN OFFICES

A vacancy in any office of an officer because of death, resignation, removal, disqualification or any other cause shall be filled for the remainder of the term by the Board.

SECTION 5. CHAIRPERSON OF THE BOARD

The Chairperson of the Board shall, if present, preside at all meetings of the Board of Directors and exercise and perform such other powers and duties as may be from time to time assigned to him/her by the Board or prescribed by these Bylaws.

SECTION 6. VICE CHAIRPERSON OF THE BOARD

The Vice Chairperson of the Board shall, in the absence of the Chairperson, preside at meetings of the Board of Directors and exercise and perform such other powers and duties as may be from time to time assigned to him/her by the Board or prescribed by these Bylaws.

SECTION 7. EXECUTIVE DIRECTOR

A. The President of the Foundation shall be referred to as the "Executive Director." The Executive Direc-tor shall be the general manager, chief executive officer and chief administrator of the Foundation. S/he shall be selected, supervised and discharged by the Board. In addition, his/her performance will also be subject to annual evaluation by each LSB, which may make recommendations to the Board.

B. Subject to the control of the Board, the Executive Director shall have general supervision, direction and control of the business and the officers of the Foundation and the primary responsibility for implement-ing the directives, decisions and policies of the Foundation and the Board pertaining to administration, personnel, programming, financing and public relations. The Executive Director shall generally promote, coordinate and supervise the mission of the Foundation and shall have such powers and perform such du-ties as may be delegated or assigned to him/her by the Board.

SECTION 8. SECRETARY

A. The Secretary shall keep or cause to be kept at the principal executive office, or such other place as the Board may designate, a book of minutes of all meetings and actions of the Board and committees of the Board, with the time and place of holding, whether regular or special, and, if special, how authorized, the notice thereof given, any waivers or consent the names of those present at every Board and commit-tee meetings, and the proceedings thereof. Minutes of closed meetings shall be maintained but sealed as confidential.

B. The Secretary shall give, or cause to be given, notice of all meetings of the Board required by the By-laws or by law to be given, and s/he shall keep the seal of the Foundation, if one be adopted, in safe cus-tody, and shall have such other powers and perform such other duties as may be prescribed by the Board or by the Bylaws.

SECTION 9. CHIEF FINANCIAL OFFICER

A. The Chief Financial Officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the Foundation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, and retained earnings. . The books of account shall be open at all reasonable times to inspection by any Director upon demand.

B. The Chief Financial Officer shall cause to be deposited all moneys and other valuables in the name and to the credit of the Foundation with such depositaries as may be designated by the Board. S/he shall cause the funds of the Foundation to be disbursed as s/he may be properly directed from time to time, shall render to the Executive Director and the Board an account of all of his/her transactions as Chief Financial Officer and of the financial condition of the Foundation whenever requested, and shall have other such powers and perform such other duties as may be prescribed by the Board or the Bylaws.

ARTICLE TEN
GENERAL PROVISIONS

SECTION 1. MEMBERSHIP NOT TRANSFERABLE

One's position as a Member, Delegate, Director or Officer of the Foundation shall not be transferable and may not be assigned or inherited.

SECTION 2. EFFECT OF TERMINATION OF MEMBERSHIP OR POSITION : NO CLAIMS OR REFUNDS

Except as specifically set forth herein, no withdrawn or terminated Members, Delegates, Directors or Of-ficers (nor their heirs or personal representatives) shall have any claim whatsoever upon the assets of the Foundation, or any claim whatsoever arising out of said membership or the holding of any office or posi-tion in the Foundation. Furthermore, no Member, Delegate, Directors or Officers shall be entitled to the return of any monies contributed to the Foundation or any Foundation radio station.

ARTICLE ELEVEN
INDEMNIFICATION OF DIRECTORS, OFFICERS, DELEGATES, EMPLOYEES, AND OTHER AGENTS

SECTION 1. NON-LIABILITY OF DIRECTORS, OFFICERS, & DELEGATES

Directors, Officers and Delegates shall not be personally liable for the debts, liabilities, or other obliga-tions of the Foundation and private property of such individuals shall be exempt from Foundation debts or liabilities, subject to the applicable provisions of California's Corporation Code, unless said debts, liabilities or other obligations are the direct result of intentional misconduct by a Director, Officer or Del-egate. The personal liability of Directors, Delegates and Officers shall be eliminated to the fullest extent permitted by California law.

SECTION 2. DEFINITIONS: AGENTS, PROCEEDINGS AND EXPENSES

For the purposes of this Article 11, "agent" means any person who is or was a Director, Officer, Delegate, employee or agent of this Foundation; "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 3 or Section 4 of this Article.

SECTION 3. ACTIONS OTHER THAN BY THE FOUNDATION

Subject to the provisions of Section 5238 of the California Corporations Code (as amended from time to time), the Foundation shall 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 this Foundation to procure a judgment in its favor, an action brought under Section 5233 of the California Corporations Code or an action brought by the Attorney General or a person granted relator status for any breach of duty relating to assets held in charitable trust) by reason of the fact that such person is or was an agent of the Foundation, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if that person acted in good faith and in a manner that person reasonably believed to be in the best interests of this Foundation, and, in the case of a criminal proceeding, had no reasonable cause to believe his or her conduct 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 pre-sumption 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 this Foundation or that the person had reasonable cause to believe that his or her conduct was unlawful.

SECTION 4. ACTIONS BY THE FOUNDATION

Subject to the provisions of Section 5238 of the California Corporations Code (as amended from time to time), the Foundation shall 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 this Foundation to procure a judgment in its favor by reason of the fact that that person is or was an agent of this Foundation, against expenses actually and reasonably incurred by that person in connection with the defense or settlement of that action if that person acted in good faith, in a manner that person believed to be in the best interests of the Foun-dation, and with such care, including reasonable inquiry, as an ordinary prudent person in a like position would use under similar circumstances. No indemnification, however, shall be made under this section:

A. In respect of any claim, issue or matter as to which that person shall have been adjudged to be liable to this Foundation in the performance of that person's duty to this Foundation, unless and only to the extent that the court in which that action was brought shall determine upon application that, in view of all the circumstances of the case, that person is fairly and reasonably entitled to be indemnified for the expenses which the court shall determine; or

B. Of amounts paid in settling or otherwise disposing of a threatened or pending action, with or without court approval, if said settlement or disposition was not first approved by the Board.

SECTION 5. SUCCESSFUL DEFENSE BY AGENT

To the extent that an agent of this Foundation has been successful on the merits in defense of any proceedings referred to in Section 3 or Section 4 of this Article, 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 6. REQUIRED APPROVAL

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

A. A majority vote of a quorum of the Board who are not parties to the proceeding; or

B. The court in which the proceeding is or was pending, upon application made by this Foundation or the agent or the attorney or other person rendering services in connection with the defense, whether or not such application by the agent, attorney, or other person is opposed by this Foundation.

SECTION 7. ADVANCE OF EXPENSES

Subject to the provisions of Section 5238 of the California Corporations Code(as amended from time to time), expenses incurred in defending any proceeding may be advanced by this Foundation before the final disposition of the proceeding upon receipt of an undertaking by or on behalf of the agent to repay the amount of the advance unless it shall be ultimately determined that the agent is entitled to be indemnified as authorized in this Article.

SECTION 8. OTHER CONTRACTUAL RIGHTS

Nothing contained in this Article 11 shall affect any right to indemnification to which persons other than Directors and Officers of this Foundation or any subsidiary hereof may be entitled by contract or otherwise.

SECTION 9. LIMITATIONS

No indemnification shall be made hereunder, except as provided in Section 5 and Section 6(B) of this Article, or as otherwise required by law, in any circumstance where it appears:

A. That it would be inconsistent with a provision of the Articles of Incorporation, the Bylaws, or an agree-ment 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 indemnifica-tion; or

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

SECTION 10. INSURANCE

The Foundation may, upon a determination by the Board, purchase and maintain insurance on behalf of any agent of the Foundation against any liability which might be asserted against or incurred by the agent in such capacity, or which might arise out of the agent's status as such, whether or not this Foundation would have the power to indemnify the agent against that liability under the provision of this Article.

SECTION 11. FIDUCIARIES OF CORPORATE EMPLOYEE BENEFIT PLAN

This Article does not apply to any proceeding against any trustee, investment manager, or other fiduciary of an employee benefit plan in that person's capacity as such, even though that person may also be an agent of this Foundation as defined in Section 1 of this Article. Nothing contained in this Article shall limit any right to indemnification to which such a trustee, investment manager, or other fiduciary may be entitled by contract or otherwise, which shall be enforceable to the extent permitted by applicable law.

SECTION 12. AMENDMENT TO CALIFORNIA LAW

In the event that California Law regarding indemnification of directors, officers, employees and other agents of this Foundation, as in effect at the time of adoption of these Bylaws, is subsequently amended to in any way increase the scope of permissible indemnification beyond that set forth herein, the indemnifi-cation authorized by this Article 11 shall be deemed to be coextensive with the maximum afforded by the California Law as so amended.

ARTICLE TWELVE
CORPORATE RECORDS, REPORTS AND SEAL

SECTION 1. MAINTENANCE OF CORPORATE RECORDS

The Foundation shall keep at its principal office in the State of California:

A. MINUTES

Minutes of all meetings of the Board of Directors, LSBs, of committees of the Board and LSBs and, if held, of Members, indicating the time and place of the holding of such meetings, whether regular or special, how called, the notice given, and the names of those present and the proceedings thereof; as well as all waivers of notice and consents to holding of Board or LSB meetings, notices and statements regarding closed meetings, approval of board minutes and written consents to Board action without a meeting. Minutes of closed meetings must be put under seal.

B. BOOKS AND RECORDS

Adequate and correct books and records of account.

C. MEMBERSHIP RECORDS

A record of its Members indicating their names, addresses, class of membership, the radio station s/he is affiliated with and the termination date of any membership.

D. ARTICLES AND BYLAWS

A copy of the Foundation's Articles of Incorporation and Bylaws, as amended from time to time, which shall be open to inspection by the Members of the Foundation at all reasonable times during office hours or available upon written request.

E. TAX RECORDS

A copy of the Foundation's annual information return on IRS Form 990 for each of the preceding 3 years and a copy of the Foundation's approved application for recognition of exemption.

SECTION 2. CORPORATE SEAL

The Board may adopt, use, and, at will, alter, a corporate seal. Such seal shall be kept at the principal office of the Foundation. Failure to affix the seal to corporate instruments, however, shall not affect the validity of any such instrument.

SECTION 3. DIRECTORS: INSPECTION RIGHTS

Every Director, or his or her designated agent, shall have the absolute right at any reasonable time to inspect and copy all of the Foundation's books, records and documents of every kind and to inspect the physical properties of the Foundation.

SECTION 4. MEMBERS: INSPECTION RIGHTS

Members of the Foundation shall have the following inspection rights, but only for a purpose reasonably related to such person's interests as a Member of the Foundation, and subject to the Foundation's right to provide a reasonable alternative method for achieving the Member's articulated purpose:

A. To inspect and copy the record of all Members' names, addresses and voting rights, at reasonable times, upon five (5) business days' prior written demand on the Foundation, which demand shall state the purpose for which the inspection rights are requested. Where the Foundation reasonably believes that the information will be used for an improper purpose, or where the Foundation provides a reasonable alter-native to achieve the Member's articulated purpose, the Foundation may deny the Member access to its membership list and information;

B. To inspect at any reasonable time the books, records, or minutes of proceedings of the Members or of the Board or committees of the Board, upon written demand on the Foundation by the Member, for a purpose reasonably related to such person's interests as a Member, provided, however, that said Member will not be permitted to review sealed Minutes from closed meetings; and

C. To inspect and review copies of reports filed by the Foundation with the Attorney General consistent with Section 6324 of the California Corporations Code.

SECTION 5. RIGHT TO COPY AND MAKE EXTRACTS

Any inspection under the provisions of this Article may be made in person or by agent or attorney and the right to inspection includes the right to copy and make extracts.

SECTION 6. ANNUAL REPORT TO THE BOARD

The Foundation shall cause an annual report to be prepared and furnished to the Board not later than one hundred and twenty (120) days after the close of the Foundation's fiscal year and, upon payment of reason-able copying costs by the Member, to any Member who requests it in writing, which report shall contain the following information in appropriate detail:

A. The assets and liabilities, including the trust funds, of the Foundation as of the end of the fiscal year;

B. The principal changes in assets and liabilities, including trust funds, during the fiscal year;

C. The revenue or receipts of the Foundation, both unrestricted and restricted to particular purposes, for the fiscal year; and

D. The expenses or disbursements of the Foundation, for both general and restricted purposes, during thefiscal year.

The annual report shall be accompanied by any report thereon of independent accountants, or, if there is no such report, the certificate of an authorized officer of the Foundation that such statement(s) wereprepared without audit from the books and records of the Foundation.

SECTION 7. ANNUAL STATEMENT OF SPECIFIC TRANSACTIONS

The Foundation must furnish a statement to its Members and Directors by posting it at each of its radiostations and posting it on the Foundation's website and, at the Foundation's discretion, by otherwise delivering it to them within one hundred and twenty (120) days after the close of its fiscal year. Said statement shall briefly describe:

A. The amount and circumstances of any indemnifications or advances aggregating more than ten thousand dollars ($10,000) paid during the fiscal year to any Officer, Delegate or Director of the Foundation pursuant to Section 5238 of the California Corporations Code, provided that no such report need be made if the indemnification or advance was approved in advance by the Members;

B. Any transaction involving fifty thousand dollars ($50,000) to which the Foundation was a party during the previous fiscal year in which a Director, Delegate or Officer had a direct or indirect material financial interest or which was one of a number of transactions involving the same Director, Delegate or Officer and which transactions in the aggregate involved more than $50,000. Said statement shall brieflyindicate the names of the interested persons involved in such transactions, stating each person's rela-tionship to the Foundation, the nature of such person's interest in the transaction and, where

practical, the amount of such interest, provided that in the case of a transaction with a partnership of which suchperson is a partner, only the interest of the partnership need be stated.

SECTION 8. ANNUAL REPORTS TO THIRD PARTIES

A. The Foundation shall file with the California Secretary of State a biannual statement containing thenames and addresses of its Executive Director, Secretary and Chief Financial Officer, the street address of its principal California office, and a designation of an agent for the service of process, which statement must be provided on the appropriate Secretary of State form.

B. In addition to providing a copy of the Foundation's annual report set forth in Section 6 of this Article and the annual statement in Section 7 of this Article, the Foundation shall also annually file with the At-torney General a Registration/Renewal Fee Report within four months and 15 days after the end of theFoundation's fiscal year.

SECTION 9. EXEMPT ACTIVITIES

Notwithstanding any other provision of these Bylaws, no Member, trustee, Officer, employee, Direc-tor, Delegate or representative of this Foundation shall take any action or carry on any activity by or on behalf of the Foundation not permitted to be taken or carried on by an organization exempt under section 501(c)(3) of the Internal Revenue Code and its regulations as they now exist or as they may hereafterbe amended, or by an organization, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code and regulations as they now exist or as they may hereafter be amended.

ARTICLE THIRTEEN
CONFLICTS OF INTEREST

SECTION 1. DEFINITIONS

A "CONFLICT OF INTEREST" is any circumstance described in Section 2 of this Article, or such substantially similar circumstances.

An "INTERESTED PERSON" is any person serving as a Director, Officer, Delegate, associate station representative, employee, or member of a committee of the Board or LSB.

A "FAMILY MEMBER" is a brother, sister, ancestor, descendant, spouse, domestic partner, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of an Interested Person.

A "FINANCIAL INTEREST" in an entity is a direct or indirect financial interest, which, in view of all the circumstances, would, or reasonably could, affect an Interested Person's or Family Member's judgment with respect to transactions to which the entity is a party.

SECTION 2. CONFLICT OF INTEREST DEFINED

A Conflict of Interest exists where the financial or business interests of an Interested Person are or may

be inconsistent with the best interests of the Foundation. The following circumstances shall be deemed to create a Conflict of Interest:

A. A contract or transaction between the Foundation (or a Foundation radio station) and an Interested Person or Family Member.

B. A contract or transaction between the Foundation (or a Foundation radio station) and an entity in which an Interested Person or Family Member has a Financial Interest or with which such Person has a relation-ship, for example as a director, officer, trustee, partner, or guardian.

C. A compensation arrangement between any entity or individual with which the Foundation (or a Founda-tion radio station) has a contract or transaction and an Interested Person or Family Member.

D. A compensation arrangement between any entity or individual with which the Foundation (or a Foundation radio station) has a contract or transaction and an entity in which an Interested Party or Family Member has a Financial Interest.

E. An Interested Person competing with the Foundation in the rendering of services or in any other contract or transaction with a third party.

F. An Interested Person accepting gifts, entertainment or other favors from any individual or entity that: (1) does or is seeking to do business with, or is a competitor of, the Foundation (or a Foundation radio station); or (2) has received, is receiving or is seeking to receive a loan or grant, or to secure other financial commitments from the Foundation (or a Foundation radio station), in both cases under circumstances where it might be reasonably inferred that such action was intended to influence or would likely influence the Interested Person in the performance of his or her duties.

SECTION 3. DISCLOSURES, FINDINGS AND APPROVAL PROCEDURES

An Interested Person must disclose in writing all material facts related to an actual or potential Conflict of Interest to the Board and/or the members of a committee considering a proposed contract or transaction to which the Conflict of Interest relates. If a contract or transaction is not being considered by the Board or a committee, the required disclosure must be made to the Board Chairperson. Until a Conflict of Inter-est has been voted upon by the Board in accordance with this Section 3, an Interested Person shall refrain from any action that might affect the Foundation's participation, or that of any of its radio stations, in any contract or transaction affected by a Conflict of Interest.

After disclosure of the Conflict of Interest and all material facts, and after the Interested Person responds to any questions that the Board may have regarding the Conflict of Interest, the Board shall discuss the matter, outside the Interested Party's presence, and vote on the contract or transaction in question. If the Interested Person is a Director, s/he may not vote on the contract or transaction to which the Conflict of Interest relates, but may be counted in determining the presence of a quorum for purposes of the vote.

The Board shall determine by a majority vote of the disinterested Directors whether a Conflict of Interest exists and, if so, whether it is in the Foundation's (or a Foundation radio station's) best interest to nonetheless enter into the contract or transaction. If appropriate, the Board Chairperson may appoint a disinterested person or committee to investigate alternatives to a proposed contract or transaction. In order to

approve the contract or transaction, the Board must in good faith after reasonable investigation make the following determinations:

(A)that the contract or transaction is for the benefit of the Foundation; and

(B)that the contract or transaction is fair and reasonable; and

(C) that the Foundation is not likely to obtain a more advantageous arrangement with reasonable effort under the circumstances.

The minutes of the Board or committee meeting shall reflect: (D) that the Conflict of Interest was disclosed; (E) the Board or committee's decision regarding the Conflict of Interest, including a statement that the Interested Person was not present during the final discussion and vote; and (F) that the Interested Person abstained from voting.

SECTION 4. VIOLATIONS OF THE CONFLICTS OF INTEREST PROCEDURES

If the Board or committee believes that an Interested Person has failed to disclose an actual or potential Conflict of Interest, it shall inform the Interested Person of the basis for such belief and afford the Interested Person an opportunity to explain the alleged failure to disclose.

If, after hearing the response of the Interested Person and making any further investigation, the Board reasonably believes is warranted in the circumstances, the Board determines that the Interested Person has in fact failed to disclose an actual or potential Conflict of Interest, it shall take that action it, in its sole discretion, believes to be appropriate in light of the circumstances.

ARTICLE FOURTEEN
VOLUNTARY DISSOLUTION AND PROHIBITION AGAINST SHARING FOUNDATION PROFITS AND ASSETS

SECTION 1. METHOD

In addition to the provisions of California Corporations Code ¤6610(b), the Members of the Foundation may elect to voluntarily dissolve the Foundation in the following manner:

A. A petition for the voluntary dissolution must be signed by ten (10%) percent of the Members of the Foundation and submitted to the Foundation's Secretary. Within 45 days of the Board's receipt of said petition, a vote of the Board on said petition for voluntary dissolution shall be held.

B. If a majority of all Directors of the Board vote in favor of voluntary dissolution, then the matter shall be submitted to a vote of the Members (within 45 days after the Board's vote) via a ballot prepared and distributed in accordance with the terms of Sections 8(A), 8(B), 8(C) and 8(D) of Article of these Bylaws. An action for voluntary dissolution shall be deemed approved upon the majority vote of the Members voting, provided that a quorum is met.

C. If the Directors of the Board vote against, or fail to approve, voluntary dissolution, then the matter shall be submitted to a vote of the Members (within 45 days after the Board's vote) via a ballot prepared and distributed in accordance with the terms of Sections 8(A), 8(B), 8(C) and 8(D) of Article of these Bylaws. An action for dissolution under this Section 1(C) shall be deemed approved upon the majority vote of all the Members.

D. The Attorney General must be notified in the event of the commencement of a voluntary dissolution of the Foundation.

SECTION 2. DISPOSITION OF ASSETS

Upon the dissolution of the Foundation, the Board shall, after paying or making provisions for payment of all known debts and liabilities of the Foundation, dispose of the assets in a manner consistent with the Foundation's mission as set forth in its Articles of Incorporation and/or to such organization(s) as shall at the time appear devoted to the same mission as this Foundation, subject to the approval of the Attorney General.

SECTION 3. NO BENEFIT SHALL INURE TO ANY MEMBER, DIRECTOR, OFFICER OR EMPLOYEE OF THE CORPORATION

No Member, Director, Delegate, Officer, employee, or other person connected with the Foundation, or any private individual, shall receive at any time any of the net earnings or pecuniary profit from the operations of the Foundation, provided, however, that this provision shall not prevent payment to any such person of reasonable compensation for services performed for the Foundation in effecting any of its public or charitable purposes, provided that such compensation is otherwise permitted by these Bylaws or is fixed by resolution or approval of the Board. No person(s) shall be entitled to share in the distribution of, and shall not receive, any of the corporate assets on dissolution of the Foundation. All Members of the Foundation shall be deemed to have expressly consented and agreed that on such dissolution or winding up of the affairs of the Foundation, whether voluntarily or involuntarily, the assets of the Foundation, after all debts have been satisfied, shall be distributed as required by the Articles of Incorporation, Bylaws and/or California law and not otherwise.

ARTICLE FIFTEEN
VOTING METHODS

SECTION 1. VOTING METHODS

Unless otherwise expressly provided in these Bylaws, all elections by the Members, Delegates, Directors, and LSBs, shall be conducted by the Single Transferable Voting (STV) method where there is more than one seat or position to be filled, and by the Instant Runoff Voting (IRV) Method where there is only one seat or position to be filled. In any phase of evaluating IRV results, in the event of a tie, the next tier of choices are evaluated until the tie is resolved (if tied on first place votes, add up the 2nd choice votes; and so on. It this does not resolve the tie, the winner will be selected by lot (flipping a coin or other agreed upon method of chance.) [*Amended 12/01/11*]

A. SINGLE TRANSFERABLE VOTING METHOD.

The following manner of single transferable voting shall be used in order to achieve proportional representation:

1) Each ballot shall list all candidates for the position and give each voter the option of voting for one candidate or of ranking the candidates in order of preference.
2) Vote counting shall start with a tabulation of each voter's first, or only, choice vote.
3) A threshold number of votes a candidate needs to be elected shall then be established ("Threshold"). The Threshold shall be that number which is equal to the integer part of: the total number of valid ballots cast divided by the sum of one plus the number of seats to be filled, plus one {integer part of [total number of valid ballots cast/(1 + the number of seats to be filled)] +1}. [*Amended 12/01/11*]
4) Those candidates receiving the Threshold number of votes, or more, shall be declared elected. Votes acquired by a candidate in excess of the Threshold shall be deemed that candidate's "surplus."
5) If no candidates, or an insufficient number of candidates, obtain a winning number of votes to be elected, then in order to fill those remaining seat(s), votes shall be transferred as follows:

a. Transfer of surplus votes shall commence with the candidate having the largest surplus. A portion of that candidate's surplus votes shall be transferred to the next candidate choice of those voters who elected him/her. The portion of the surplus distributable to the next candidate choice shall be that amount determined by dividing the transferring candidate's surplus amount by the total number of votes received by that candidate. (For example, if the candidate received 1000 votes and the threshold was 900 votes, then s/he had a surplus of 100 votes. Therefore 0.10 (100/1000) of a vote from each of those 1,000 ballots is transferred to those voters' next choices.) Votes may not be transferred to candidates who have already been elected (nor may votes be transferred to candidates who have been eliminated as set forth below.) When a voter's next choice is not eligible for receipt of transferred votes, that portion of a vote shall be transferred to that voter's next indicated choice unless all choices on that ballot have been exhausted. If all choices on that ballot have been exhausted, that portion of a vote shall be transferred to a special "exhausted vote" tally. After the transfer of all that candidate's surplus votes, a tally shall be taken.

b. If said tally does not result in a sufficient number of winning candidates to fill the remaining seats and if the previous transfer of surplus votes creates a new surplus, then surplus votes of the candidate then having the largest surplus shall be transferred to those voters' next choices, consistent with subsection (a) above, until all said candidate's surplus has been transferred or all declared choices on a ballot have been exhausted.

c. After each distribution of a candidate's surplus, a tally shall be taken to determine the winning candidate(s). This process of distributing surplus votes shall continue until all open seats are filled, until all surplus votes have been transferred or until ballot choices have been exhausted.

d. If, after all surplus votes have been distributed in the manner described above, there remain unfilled seats, the candidate with the least number of votes shall be eliminated and his/her votes at their current value shall be transferred to those voters' next choice candidates who have not been previously declared elected or eliminated. The order in which candidates are eliminated shall be recorded as their ranking (highest rank given to the last eliminated, lowest rank given to the first eliminated). If there is a tie as to the candidate with the least number of votes, the candidate to be first eliminated shall be decided by drawing straws. Once all of that eliminated candidate's votes have been transferred, a new tally shall be taken to determine new winning candidates, if any. If there are no new winning candidates, then the

candidate re-maining with the least number of votes shall be eliminated and his/her votes at their current value shall be transferred, as above, until there are one or more new winning candidates. The new winning candidate(s) surplus votes shall then be distributed as in (a) through (c) above.

e. If, at any point when eliminating candidates under point (d) above, it can be determined that the elimina-tion of more than one candidate is mathematically inevitable, then all such candidates may be eliminated at the same time. Elimination of multiple candidates is mathematically inevitable when:

i. The number of unelected candidates remaining after the elimination is equal to or greater than the number of unfilled seats; and

ii. The total of all votes allocated to the candidates in question is less than the total number of votes of the candidate with the next higher vote count.

f.This process of distributing surplus votes of winning candidates and eliminating losing candidates, as described in (b) through (e) above, shall be repeated until all seats have been filled, or until the number of unfilled seats equals the number of continuing candidates. In the latter case, all remaining continuing candidates are declared elected.

B. INSTANT RUNOFF VOTING METHOD

For purposes of these Bylaws, the method for Instant Runoff Voting shall be as follows:

1.Each voter shall have one vote.

2.Each ballot shall list all candidates for the position, on which ballot the voter shall rank the candidates in order of preference (with 1 representing the voter's first choice, 2 representing the voter's second choice and so on).

3.Vote counting shall start with a tabulation of all first choices among the voters. If any candidate receives a majority of the first choice votes, that candidate is declared the winner.

4.If no candidate achieves a majority, the "last place candidate" (defined as the candidate receiving the least number of first choice votes) is eliminated. In the case of a tie for last place, the first to be eliminated will be decided by lot. The votes of the voters who ranked the eliminated candidate as their first choice are redistributed to said voters' next-choice candidate(s) as indicated on their ballots. Any votes where there is no second choice indicated on the ballot go to an "exhausted vote" tally.

5.After this redistribution, the votes are tabulated again. If no candidate receives a majority of the non-exhausted votes, then the last place candidate after this vote is eliminated and the votes of those voters who ranked him/her as their highest choice among continuing candidates are redistributed to each of said voter's next-choice candidate, or to the "exhausted vote" tally if no further choices remain on the ballot. Another tabulation is then done.

6.This process of successively eliminating last place candidates, redistributing votes and tabulating continues until only one candidate remains or a candidate gains more than 50% of the non-exhausted votes.

ARTICLE SIXTEEN
PARLIAMENTARY PROCEDURE

The rules contained in Robert's Rules of Order Newly Revised, as amended from time to time, shall gov-ern the Foundation in all cases where they are applicable and in which they are not inconsistent with these Bylaws or any special rules of order which the Foundation may adopt.

ARTICLE SEVENTEEN
AMENDMENT OF ARTICLES OF INCORPORATION AND BYLAWS

SECTION 1. AMENDMENT OF BYLAWS

A. PROPOSING AMENDMENTS

Amendments may be proposed by:

(1) six (6) Directors;
(2) a majority vote of the Delegates of each of two radio stations;; or
(3) a petition signed by at least one percent (1%) of all Members, which petition to be considered "proposed" must be delivered to the Foundation's Secretary.

B. VOTING AND APPROVAL

(1) Unless the Board by a 2/3 vote decides otherwise, there shall be a maximum of one ballot per calendar year related to the amendment of the Foundation's Bylaws, which annual voting period shall be deter-mined by the Board. All properly proposed Bylaw amendments shall be held until that date which is 60 days before the earliest of the voting dates of the Board and of the Delegates, as determined by the Board (the "Notice Date"). On the Notice Date, the proposed amendment(s) to the Bylaws shall be posted on the Foundation's website and the Foundation's radio stations shall broadcast an announcement twice a day for a period of 60 days (the "Notice Period") regarding the existence of the proposed amendment(s) on the Foundation's website for review and the upcoming vote by the Board and Delegates regarding said amendment(s). The results of said voting by the Board and the Delegates on the proposed amendment(s) shall be reported within 15 days of the Board and Delegates meetings to vote on these amendments.
(2) In order for new Bylaws to be adopted, or these Bylaws amended or repealed and subject to Section 1(B)(3) below:

(i)except as provided in Section 1(B)(3) below, the proposed amendment(s) must be approved by the majority of all Directors on the Board and by the majority vote of all the Delegates of at least three of the Foundation radio stations.. The Delegates shall vote on the proposed amendment(s) within the same calendar month as the Board; or

(ii)in the case of amendment(s) proposed by Member petition pursuant to Section 1(A)(3) above, said proposed amendment(s) must first be presented to the Board and the Delegates for approval as set forth in Section 1(B)(2)(i) above. If any proposed amendment is approved by the Board and the Delegates, then, unless membership approval is required under Section 1(B)(3) below, the amendment shall be

adopted. If any proposed amendment is not approved by the Board and Delegates, then it shall be submitted to the Members for approval and shall be adopted if approved by the Members as set forth in Section 1(B)(4)
below.

(3) The Members shall vote on any proposed amendment approved by the Board and the Delegates , even if said amendment was not proposed by Member petition, if said amendment would do any of the following:

(i)increase or extend the terms of Directors or Delegates;

(ii)increase the quorum for Members' meetings or Members' actions;

(iii)change proxy rights;

(iv)authorize cumulative voting or a change in the voting method or manner of counting ballots; or

(v)materially and adversely affect a Member's rights as to voting or transfer.

In the event that a proposed amendment would do any one of the above-mentioned things, it shall not be adopted unless also approved by the Members; provided however, that such adoption, amendment or repeal also requires approval by the members of a class if such action would materially and adversely affect the rights of that class as to voting or transfer in a manner different than such action affects another class.

(4) If a vote of the Members is required hereunder for the approval of any proposed amendment, then no later than 60 days after the vote of the Board and Delegates above, written ballots shall be distributed, or otherwise made available to the Members, pursuant to the provisions of Sections 8(A), 8(B), 8(C) and 8(D) of Article 3 of these Bylaws, to vote on the proposed amendments. To be approved, a proposed amendment must receive the approval of the Members by a majority vote, provided that a quorum must be established by written ballot. If the proposed amendment would impact one class of Members differently from another class, the Members shall vote in classes and the majority vote of the Members of each class shall be required to approve the amendment, provided that a quorum of each class must be established by written ballot. The results of said amendment ballot shall be reported within 30 days of the date the ballots must be returned to be counted and shall be posted on the Foundation's website.
(5) Notwithstanding any of the provisions of this Section 1(B), these bylaws may not be amended or repealed if said amendment or repeal would: (i) violate any state or federal statute or regulation; (ii) conflict with the Foundation's Articles of Incorporation; or (iii) create conflicting provisions in these bylaws.

SECTION 2. AMENDMENT OF ARTICLES OF INCORPORATION

A. PROPOSING AMENDMENTS.

Amendments to the Articles of Incorporation may be proposed by:
(1) 6 Directors;
(2) a majority vote of the Delegates of each of two Foundation radio stations; or
(3) by a petition signed by 2% of all Members, which petition to be considered "proposed" shall be

deliv-ered to the Foundation's Secretary.

B. APPROVING AMENDMENTS.

(1) The Board and Delegates shall vote on all amendments to the Articles proposed pursuant to Section 2(A) of this Article, above, within 90 days from that date on which the Foundation's Secretary receives the Members' petition or receives notice of the Board proposal or the Delegates' vote proposing said amendment.
(2) In order for an amendment to the Articles proposed pursuant to Section 2(A) of this Article, above, to be approved or adopted, and subject to Section 2(B)(5) of this Article, below:
(i) the proposed amendment(s) must be approved by: (a) the 2/3 vote of all Directors; (b) the 2/3 vote of all the Delegates of at least three the Foundation radio stations (the Delegates shall vote on the proposed amendment(s) within the same calendar month as the Board); and (c) the 2/3 vote of the Members, provided a quorum of the Members has been established by written ballot; OR
(ii) in the case of an amendment(s) proposed by Member petition pursuant to Section 2(A)(3) above, said amendment may be adopted in the absence of an affirmative vote by the Board and/or the Delegates if said proposed amendment(s) is approved by a 3/4 vote of the Members, provided a quorum of the Members has been established by written ballot.
(3) Notice of a proposed amendment to the Articles shall be shall be posted on the Foundation's website on that date which is 60 days before the earliest of the voting dates of the Board and of the Delegates, as determined by the Board (the "Notice Date") and the Foundation's radio stations shall broadcast an announcement twice a day for a period of 60 days (the "Notice Period") regarding the existence of the proposed amendment(s) on the Foundation's website for review and the upcoming vote by the Board and Delegates regarding said amendment(s). The results of said voting by the Board and the Delegates on the proposed amendment(s) shall be reported within 15 days of the Board and Delegates meetings to vote on these amendments.
(4) No later than 30 days after the vote of the Board and the Delegates, written ballots shall be distributed, or otherwise made available to the Members, pursuant to the provisions of Sections 8(A), 8(B), 8(C) and 8(D) of Article 3 of these Bylaws, to vote on the proposed amendment(s). The results of said amendment ballot shall be reported within 30 days of the date the ballots must be returned to be counted and shall be posted on the Foundation's website.
(5) Notwithstanding any of the provisions of this Section 2(B), these Articles may not be amended or repealed if said amendment would (i) violate any state or federal statute or regulation; or (ii) conflict with other provisions of the Articles.

ARTICLE EIGHTEEN
SAVINGS CLAUSE

In the event that any provision of these Bylaws is or becomes illegal, unenforceable or invalid in whole or in part for any reason, the Board of Directors shall have the right to amend said provision, pursuant to Sections 1(A) and 2(B) of Article 17 of these Bylaws and in a timeframe shorter than that set forth in Article 17, to bring said provision in conformity with applicable law.

CERTIFICATION OF BYLAWS

THIS IS TO CERTIFY, that I am the duly elected, qualified and acting Secretary of PACIFICA FOUNDA-TION, a California non-profit corporation, and that the foregoing First Amended and Restated Bylaws were approved for the Foundation by 2/3rds of the Interim Board of Directors present and voting at a Directors'meeting on July ___, 2003. I also certify that, consistent with the requirements of that certain settlement agreement dated December 12, 2001 of the consolidated lawsuits of Adelson et al v. Pacifica Foundation et al, The People of the State of California, ex rel Spooner et al v. Pacifica Foundation et al, and Robinson et al
v. Pacifica Foundation et al., Alameda County Superior Court Case No. 814461-0, certain portions of these Bylaws were approved by majority vote of at least three of the Foundation's radio station Local Advisory Boards ("LABs")as follows: KPFA LAB approved/disapproved on July ____, 2003; KPFK LAB approved/disapproved on July ____, 2003; WBAI LAB approved/disapproved on July ____, 2003; KPFT LAB ap-proved/disapproved on July ____, 2003 and WPFW LAB approved/disapproved on July ____, 2003.

IN WITNESS WHEREOF, I have hereto set my hand this ____TH day of_____, 2003.

Carol Spooner, Secretary

Amy Sommer Anderson #282634
AROPLEX LAW
156 2nd Street
San Francisco, CA 94105
Phone: 415-529-5148
Facsimile: 415-970-5016
Email: Anderson@aroplex.com

Attorney for Plaintiff,
PACIFICA DIRECTORS FOR GOOD GOVERNANCE

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SUPERIOR COURT OF CALIFORNIA

COUNTY OF ALAMEDA

PACIFICA DIRECTORS FOR GOOD GOVERNANCE, an unincorporated association, Plaintiff(s), v. PACIFICA FOUNDATION RADIO, a California nonprofit corporation; RODRIGO ARGUETA, LYDIA BRAZON, JIM BROWN, BENITO DIAZ, ADRIANA CASENAVE, BRIAN EDWARDS-TIEKERT, JOSE LUIS FUENTES, HANK LAMB, TONY NORMAN, LAWRENCE REYES, CERENE ROBERTS, and MARGY WILKINSON in their official capacities as members of the Board of Directors of Pacifica Foundation Radio Inc.; and DOES 1-100, inclusive, Defendant(s).	**Case No. _____** **DECLARATION OF CAROLYN BIRDEN IN SUPPORT OF PLAINTIFF'S COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF**

I, Carolyn Birden, declare:

1. I am a voluntary member of Plaintiff Pacifica Directors for Good Governance, Plaintiff in this action.

EXHIBIT B

2. I have personal knowledge of the following facts and am competent to testify as to their truth if called as a witness.

3. I make this declaration on information and belief and based on my concerns about major decisions that were made recklessly and behind closed doors by the board majority during the February 7-10 2014 Pacifica National Board meeting (the "February 2014 meeting;") and at subsequent board meetings, including most particularly the executive session telephone meetings of March 13, 2014, March 20, 2014 and March 27, 2014 and how such decisions will negatively affect the fiduciary health of the organization. These concerns are based on the facts presented herein.

BACKGROUND

4. I was present for the Pacifica National Board ("PNB") in-person meeting held February 7-10, 2014 in Washington, D.C., and telephone meetings held on March 6, 13, 20 and 27, 2014.

5. My use of "majority faction directors" refers to the block of 12 of the 22 directors who are named defendants to this action, and "minority faction directors" a block of 8 of the remaining 10 directors with the remaining two directors voting with the minority faction on the motions discussed in this affidavit. The minority faction members are also members of the Plaintiff association.

6. Executive sessions are not recorded, therefore the record of what happened is officially the responsibility of the board secretary and to this day Secretary and Director Cerene Roberts has failed to provide to PNB the minutes of those sessions and for every session since then except for two, and none have been approved by the Board.

7. From the start of the February 2014 PNB meeting, the approved agenda kept being amended over the 4-day meeting, but most of the changes were never distributed in writing to PNB

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members during the 4-days, which resulted in mass confusion and lack of adequate notice regarding what was to be discussed and when.

8. It is my understanding that language on any motions brought to or passed by the PNB is not final until meeting minutes are agendized for approval usually at the next PNB meeting, amended if necessary, and then approved at the meeting. Thus far, the minutes of the February 7-10, 2014 PNB meeting have yet to be published for consideration for approval by the Board.

MOTIONS TO REMOVE OR RESTRICT SUMMER REESE AS EXECUTIVE DIRECTOR

9. On February 7, 2014, Director Jose Luis Fuentes read aloud and posted to the PNB email list the same day a motion to terminate Ms. Reese from her position as Executive Director on the basis that she has not provided a Social Security Number to PFR ("Fuentes motion #1"):

> "Director Fuentes-Roman moves that Pacifica Radio Foundation Board of Directors discharge the Foundation's (Interim) Executive Director Summer Reese effective February 7, 2014 for failure to provide a social security number as required by law."

10. A true and correct copy said February 7, 2014 email communication is attached hereto as Exhibit B1.

11. Cathy A. Harris, Washington, DC-based employment attorney had been retained by PFR and invited to the February 7, 2014 meeting to advise on employment matters, to provide legal advice to the executive director and the PNB regarding a DC employment severance matter and any other employment matters that might be discussed, including attacks on the executive director, which were anticipated by some board members, as the board majority had changed with the seating of the new board. Harris appeared in-person.

12. Terry Gross, PFR's Corporate Counsel was present at the meeting via phone.

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13. Gross and Harris were both asked to give their legal advice on the Fuentes motion #1 regarding Ms. Reese's termination.

Gross said that not having a social security number (SSN) is not against the law, there are ways that an employer can handle such a situation with the IRS, and that if not having a SSN is used as a reason to fire someone it would leave PFR vulnerable to a lawsuit.

14. Harris stated that she had not done research on this matter, but since Reese does not have a SSN because of her religious beliefs, to terminate her for not having a SSN would raise issues of religious discrimination under the federal anti-discrimination laws. Harris also said that given that Reese's contract includes termination "cause" reasons and that not holding a SSN is not one of those reasons, terminating Reese for not having a SSN would expose Pacifica to "considerable" liability.

15. Questions were asked by some directors about the ramifications of the motion being passed regarding the cost to PFR and its directors if a lawsuit were to be filed, if directors would be indemnified under PFR's Directors and Officers (D&O) liability insurance policy, if there would be potential individual liability, and what impact this would have on the insurance deductible, which had doubled from $125,000.00 to $250,000.00, because of the organization's history of litigation, particularly employment litigation. These questions were not answered by counsel, pending research.

16. After Harris provided her legal advice and while Gross was still listening on the phone, director Fuentes, a lawyer himself, lashed out at Harris, citing a legal case that was in contradiction, but not on point, to Gross' and Harris' legal advice on the SSN matter, angrily attacked her verbally, standing up at one point and scolding her while at the same time making menacing physical gestures like pointing at her during his rant, and then threatened her with a campaign to get law firms to sue her for malpractice.

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17. At that point, Harris re-offered her legal advice regarding the motion and also expressed outrage at Fuentes' accusations and threats, saying she had to leave because of them. Harris then abruptly left the meeting.

18. After Harris left the meeting, and following both Gross and Harris advising against passing the Fuentes motion, Fuentes continued to speak against all of the legal advice both lawyers had provided during that session.

19. As time was running out on the scheduled executive session meeting that day, the Fuentes motion #1 was continued to the next day. The following day, March 8, 2014, the executive director, Summer Reese, provided the board with an eighteen year old letter from the Social Security Administration to Ms. Reese, stating that there is no legal requirement that a U.S. citizen have a social security number and to consult the IRS for religious exemptions. After receipt of this letter, the motion to terminate on these grounds was tabled.

20. On February 10, 2014, Director Tony Norman moved during executive session that the PNB rescind the "invalid" contract of Summer Reese and revert back to the employment offer letter of November 11, 2013 (the "Norman motion").

21. Minority faction directors, including members of the plaintiff association, had urged during the February 7, 2014 meeting that there be a human resources attorney present at any discussion involving personnel.

22. There was no human resources counsel present during the February 10, 2014 meeting, and general counsel Gross was absent from the meeting during the time Mr. Norman's motion was made.

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23. Several minority faction directors pointed out that doing what the motion stated would most likely open PFR up to lawsuits and that PFR is required to have human resources counsel in personnel decisions in order to maintain a D&O liability insurance policy.

24. Another PDGG member pointed out that such a motion, if carried, is equivalent to "constructive dismissal" of Reese, first with the SSN motion, then with this motion.

25. On February 10, 2014, Director Hank Lamb moved during executive session to Modify and Restrict Summer Reese's Authority (the "Lamb motion").

26. The Lamb motion was amended by Directors Cerene Roberts and Jose Luis Fuentes via email on February 10, 2014 and reads as follows: "Move that,

1) Within 10 days, Summer Reese shall provide the PNB with Raul Salvador's complete personnel file and background check(s);
2) Within 10 days, Summer Reese and/or Heather Grey, and/or the Board Chair or any member of personnel committee shall provide the PNB with Summer Reese's complete personnel file and background check(s);
3) Until further notice, Summer Reese shall not hire, terminate, or enter into any contract or severance agreements with any Foundation employee without prior approval of such action by the PNB; and
4) Until further notice, Summer Reese shall not enter into any Local Management Agreement, or begin any dissolution process, without prior approval by the PNB."

27. A true and correct copy of this email is attached hereto as Exhibit B2.

28. Again, there was no human resources counsel present during this motion.

29. Without having obtained legal advice from HR, the motion was passed by the board majority, who are the individual defendants, with roll-call vote.

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30. Gross was never contacted to join the executive session during either of the above-described motions on February 10, 2014.

31. On March 6, 2014, the executive director, Summer Reese, objected to the chair and secretary arbitrarily and without a vote changing her title on the agenda from "Executive Director", to "Interim Executive Director". The chair, Margy Wilkinson, finally said that "we" don't think the executive director is 'qualified' to be called the executive director.

32. This latest attack on the executive director caused director Richard Uzzell, a member of Plaintiff association, to move to place an item on the agenda to ascertain who had made the decision to revert the executive director's title to one of interim status. His motion on the status of the executive director was placed on the following week's agenda. This motion was directly and only about the arbitrary title change.

33. On March 13, 2014, director Kim Kaufman, a member of Plaintiff association, brought a motion in open session to have Human resources counsel present on meetings where personnel decisions were under discussion. The motion was referred to two committees that have not yet been populated by the 2014 board, despite the fact that the board majority was clearly aware that it would be making personnel motions that night.

34. During the same meeting on March 13, 2014, the executive director, Summer Reese, forwarded an email from the organization's insurance broker, Don Cooper, warning of the necessity that the organization have human resources personnel, because of its history of employment litigation and lest any more poor decisions were made in relation to employment matters without proper HR guidance, which might thereby render the organization uninsurable.

35. On this same evening, March 13, 2014, the board adjourned open session and went into closed or executive session, where the majority proceeded to table every motion on the agenda,

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until the chair's report was reached on the agenda. During discussion as to whether the executive director should recuse herself from the chair's report, which is not a standard practice, director Jose Luis Fuentes suddenly introduced a motion to immediately terminate the executive director, in violation of the terms of her executive employment contract, with no reason stated. He was so eager to introduce his motion before the clock ran out on the meeting that he did not even wait for the executive director to leave the call, before introducing the motion.

36. The board has a standing rule to adjourn by midnight EST. The Fuentes motion was introduced at 11:45 PM, shortly before adjournment was to occur. No discussion or debate ensued by the board of directors. No reason for the sudden termination was offered by the maker of the motion or any of the directors voting for it. The vote was jammed through, with no explanation provided to the minority directors or the executive director.

37. No minority faction members knew or were informed that the a motion would be brought to terminate the Executive Director that night.

MOTION TO REINSTATE FORMER CFO RAUL SALVADOR

38. On February 9, 2014, director Jose Luis Fuentes' moved during executive session to reinstate previously terminated Chief Executive Officer Raul Salvador ("Fuentes motion #2").

39. As emailed on February 9, 2014 by Fuentes to the PNB:

"Director Fuentes-Roman moves that Pacifica Radio Foundation Board of Directors reinstate the Foundation's (Interim) Chief Financial Officer Raul Salvador effective February 7, 2014 under the same terms and conditions in existence on November 13, 2013."

40. A true and correct copy said February 9, 2014 email communication is attached hereto as Exhibit B3.

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41. The 2013 PNB had hired Salvador, who began working for Pacifica on May 9, 2013. He was terminated by the 2013 PNB on January 2, 2014.

42. During the February 2014 meeting, a packet was distributed to the board that contained documents that had been used to evaluate Salvador's job performance prior to his termination.

43. Some minority faction directors spoke up and protested that there was no human resources counsel present at this discussion of a major personnel issue.

44. Some minority faction directors asked about rehiring someone without re-posting the position and what the legal consequences might be of rehiring someone who had been terminated without going through the usual hiring process, but voting proceeded without answers to these questions because no legal counsel was present.

45. The minority faction directors raised the unresolved sexual harassment charge against Salvador and questioned how the person who filed it would feel if he returned to the workplace.

46. There was discussion about amending the motion to say that Salvador would be in a different building from her. Another minority faction director then asked how the employee would be protected from him over the phone.

47. Another minority faction director then asked if Salvador was still going to be on paid leave; the response was "Yes".

48. The following motion was circulated by email by Mr. Fuentes to the PNB list during the meeting:

"Move that the CFO Raul Salvador be reinstated and relocated to the KPFA office. He will be supervised by the PNB Chair. Until the sexual harassment allegation against the CFO has been resolved, the CFO shall not supervise or interact with the employee who made the allegation."

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49. A true and correct copy of said February 9, 2014 email communication is attached hereto as Exhibit B4.

50. I have been informed by the executive director that workplace investigation was given by the independent workplace investigator to alleged board chair Margy Wilkinson on March 18, 2014. To this date, Margy Wilkinson has not disclosed to the board the contents of the report or even of its existence.

51. On March 27, 2014, the board majority voted that the re-hired CFO, Raul Salvador, be made an authorized signatory on all Pacifica bank accounts, without ever resolving the investigation findings, the sexual harassment complaint that caused him to be placed on leave, or voting to reinstate him.

52. If Defendant directors are not enjoined from the above-described actions they are taking and will take in furtherance of previously alleged board decisions, I believe such actions will cause immediate and irreparable injury to Pacific Foundation Radio and its directors, officers, employees, members, affiliates, listeners, other specific and general beneficiaries, and the general public (collectively "PFR Members") in that:

(a) PFR is susceptible to a likely and imminent lawsuit from the unlawfully discharged Executive Director, Ms. Reese, for breach of her three-year employment contract, which poses a financial risk to PFR of more than $315,000 in compensatory damages plus costs and fees;

(b) PFR will be subject to debilitating financial risk caused by unlimited liability to lawsuits due to likely cancellation and non-renewal of directors and officers, employment, and possibly other types of currently-held liability insurance;

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(c) PFR will suffer damage by paying a salary for the re-hired CFO who was previously under investigation for a sexual harassment complaint and who further puts PFR at risk of committing regulatory infractions due to his demonstrated inability to produce the required financial reports for the PFR Board and the necessary tax forms for regulatory compliance, including filing an incomplete 990 form requiring an amendment and allowing bank accounts to remain unreconciled at a minimum of two divisions for up to a year; and

(d) PFR will suffer a substantial risk of loss of the Federal Communications Commission broadcasting license at PFR's station WBAI, which is worth an estimated $65 million, resulting from that station's failure to succeed in the imminent license renewal process due to PFR's inability to demonstrate financial viability because of the reckless actions of the PFR BoD.

53. I am aware that at least one member of Plaintiff association of directors has asked that Defendants, PACIFICA FOUNDATION RADIO, RODRIGO ARGUETA, LYDIA BRAZON, JIM BROWN, BENITO DIAZ, ADRIANA CASENAVE, BRIAN EDWARDS-TIEKERT, JOSE LUIS FUENTES, HANK LAMB, TONY NORMAN, LAWRENCE REYES, CERENE ROBERTS, and MARGY WILKINSON, refrain from the conduct described above, but they have refused to do so and have continued to take actions preventing Ms. Reese and other employees from performing their critical duties in operating PFR, including padlocking the PFR premises, terminating Ms. Reese's access to her PFR email and electronic files, attempting to change PFR security access codes and access to bank accounts, and failing to protect, intimidating, threatening and otherwise creating a hostile work environment for the National Office staff that work under the executive director's supervision.

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54. Due to Defendant directors' unwillingness to comply with PFR's Bylaws or take any reasonably responsible step in securing and considering legal counsel on human resources matters, members of Plaintiff PDGG, including myself, request that Defendants be enjoined from:

(a) violating Pacifica Foundation Radio's Bylaws updated as of January 20, 2012, misemploying Roberts Rules of Order and violating CPB meeting noticing requirements;

(b) approving or executing on any board decision resulting from or otherwise the subject of procedural violation of the Bylaws in reaching such decision or performing such execution;

(c) breaching the terms of the employment contract Pacifica Foundation Radio holds with its Executive Director, Summer Reese;

(d) taking or causing to be taken any action in furtherance of purported Board decisions—including but not limited to the attempted termination of Ms. Reese and re-hiring of Mr. Salvador—absent documentation of Board approval of such decision in compliance with PFR's Bylaws, said documentation being either unanimous written consent where action was taken outside of a meeting or the corresponding meeting minutes and Board approval of the minutes for actions taken during properly held Board meetings; and

(e) making any further personnel decisions within the purview of the Board without proper Board approval and recordation of such decisions, including documentation of the corresponding meeting minutes and Board approval of the minutes;

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: April 3, 2014

Carolyn Birden , PDGG Representative

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EXHIBIT B1

---------- Forwarded message ----------
From: **JLF** < >
Date: Fri, Feb 7, 2014 at 1:13 PM
Subject: Motion discharge ed
To: PNB Board < >

Director Fuentes-Roman moves that Pacifica Radio Foundation Board of Directors discharge the Foundation's (Interim) Executive Director Summer Reese effective February 7, 2014 for failure to provide a social security number as required by law.

Sent from my iPhone

EXHIBIT B2

---------- Forwarded message ----------
From: **Jose Luis Fuentes** <jlf499@gmail.com>
Date: Mon, Feb 10, 2014 at 7:37 AM
Subject: Re: Motion to Modify and Restrict Summer Reese's Authority

Move that,

1) Within 10 days, Summer Reese shall provide the PNB with Raul Salvador's complete personnel file and background check(s);

2) Within 10 days, Summer Reese and/or Heather Grey, and/or the Board Chair or any member of personnel committee shall provide the PNB with Summer Reese's complete personnel file and background check(s);

3) Until further notice, Summer Reese shall not hire, terminate, or enter into any contract or severance agreements with any Foundation employee without prior approval of such action by the PNB; and

4) Until further notice, Summer Reese shall not enter into any Local Management Agreement, or begin any dissolution process, without prior approval by the PNB.

Hank Lamb as amended by Cerene Roberts and Jose Luis Fuentes

EXHIBIT B3

From: **Jose Luis Fuentes** <[redacted]>
Date: Sun, Feb 9, 2014 at 11:41 AM
Subject: CFO motion
To: Cerene Roberts [redacted]
Cc: Brian Edwards-Tiekert [redacted] Janet Kobren <[redacted] Margy Wilkinson [redacted] Rodrigo Argueta [redacted] Lydia Brazon [redacted] Kim Kaufman [redacted] Lawrence Reyes [redacted] Carolyn Birden [redacted] Janet Coleman [redacted] Manijeh Saba <[redacted], Jim Brown [redacted] Benito Diaz [redacted] Luzette King <[redacted] Tony Norman [redacted], Adriana Casenave [redacted] Hank Lamb <[redacted], George Reiter [redacted] Richard Uzell [redacted] Heather Gray <[redacted]>, Janis Lane-Ewart [redacted]

Director Fuentes-Roman moves that Pacifica Radio Foundation Board of Directors reinstate the Foundation's (Interim) Chief Financial Officer Raul Salvador effective February 7, 2014 under the same terms and conditions in existence on November 13, 2013.

Sent from my iPhone

EXHIBIT B4

From: <[redacted]>
Date: Mon, Feb 10, 2014 at 7:41 AM
Subject: [pnblist] Motion to Reinstate and Relocate the CFO
To: Janet Kobren <[redacted]>

Move that the CFO Raul Salvador be reinstated and relocated to the KPFA office. He will be supervised by the PNB Chair.

Until the sexual harassment allegation against the CFO has been resolved, the CFO shall not supervise or interact with the employee who made the allegation.

Jose Luis Fuentes as amended by Brian Edwards-Tiekert.