

AMENDMENT TO
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE BAR OF CALIFORNIA
AND
CONFERENCE OF DELEGATES OF CALIFORNIA BAR ASSOCIATIONS
(Amended by the Board of Governors September 30, 2007.)

The State Bar of California and the Conference of Delegates of California Bar Associations herein agree to the following amendments to their Memorandum of Understanding, effective October 13, 2002 (“MOU”).

Paragraph 3.1 of Article 3 of the MOU is amended as follows:

The State Bar and the CDCBA will hold their annual meetings together at the same time and locations in, 2003, 2004, 2005, 2006, 2007, **2008, 2009, 2010** and thereafter until such time as the parties mutually agree otherwise. Hereinafter, the “Annual Meeting” shall refer to the State Bar’s Annual Meeting.

Paragraph 3.5 of Article 3 of the MOU is amended as follows:

With respect to the above, and in view of contracts already in place, the CDCBA and the State Bar agree not to make any material change to the length or timing of its annual meeting through the year **2007 2010**. Both parties agree to use their best efforts to have their members register as guests in the hotels where the annual meeting is being held. The CDCBA and the State Bar further agree that neither will promote any hotels other than those with which the State Bar has an Annual Meeting site agreement.

Paragraph 3.7 of Article 3 of the MOU is amended as follows:

The State Bar’s Director of Section Education and Meeting Services and the **Chairperson Executive Director** of the CDCBA, or their respective designees, will be the authorized representatives with respect to the planning and coordination of the annual meetings. The State Bar welcomes input from and will notify the CDCBA as to the location of each annual meeting in its customary manner. The CDCBA will continue to be responsible for working with the applicable site to make its annual meeting on-site services arrangements.

Paragraph 6.1 of Article 6 of the MOU is amended as follows:

Prior to commencing a court action, the parties will use their best efforts to resolve any dispute arising under this MOU by good faith negotiation and mutual agreement. If a controversy or claim should arise and either party should desire to submit the matter to dispute resolution in accordance with this Article 6, that party will present a written request for dispute resolution to the other party, which request will make reference to this Article 6 and contain a sufficient description of the controversy to the receiving party. Said notice, if issued by the CDCBA will be signed by its **Chair Executive Director** and, if issued by the State Bar, will be signed by the Executive Director of the State Bar. Upon tender of the request for dispute resolution, those individuals, or their respective designees, will meet and will attempt to resolve the matter(s) identified in the request. If the matter has not been resolved within twenty (20) days of their first meeting, the matter will then be referred to the Board of Governors of the State Bar and the Board of Directors of the CDCBA for settlement of the dispute. Both Boards, or their respective designated committees will meet for negotiations within fourteen (14) days of the end of the twenty (20) day period referred to above, at a mutually agreed time.

Paragraph 7.2 of Article 7 of the MOU is amended as follows:

Notice. Any notices to be given by either party to the other shall be in writing, either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested, and addressed as set forth in this paragraph 7.2. Notices delivered personally shall be deemed received as of actual receipt; mailed notices shall be deemed received as of five (5) days after mailing. Mailed notices to the State Bar will be addressed to Marie Moffat, General Counsel, **the State Bar of California** at 180 Howard Street, San Francisco, California 94105. Mailed notices to the CDCBA will be addressed to **Stephen L. Marsh, Esq., 600 West Broadway, Suite 2600, San Diego, California 92101** **Laura Goldin, Executive Director, Conference of Delegates of California Bar Associations, at 3450 Sacramento Street, #521, San Francisco, California 94118.** Each party may change the address by written notice in accordance with this Article.

Except as modified by this Amendment, the terms and conditions of the Memorandum of Understanding Between the State Bar of California and Conference of Delegates of California Bar Associations continue in full force and effect. The provisions in this Amendment supersede any prior oral or written communications, agreements or understandings concerning the specified articles and paragraphs.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Memorandum of Understanding as of the last day and year written below.

THE STATE BAR OF CALIFORNIA

**CONFERENCE OF
DELEGATES OF
CALIFORNIA
BAR ASSOCIATIONS**

By: _____
Judy Johnson
Executive Director

By: _____
Laura Goldin
Executive Director

Dated: _____

Dated: _____