

**CFA EXECUTIVE BOARD SPECIAL MEETING
MARCH 25, 2020**

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Secretary's note: This index is provided only as a courtesy to the readers and is not an official part of the CFA minutes. The numbers shown for each item in the index are keyed to similar numbers shown in the body of the minutes.

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Secretary's Note: The Officers and Board of Directors of the Cat Fanciers' Association, Inc. met on Wednesday, March 25, 2020, via teleconference. **President Mark Hannon** called the meeting to order at 8:00 p.m. EST with the following members present:

Mr. Mark Hannon (President)
Mr. Richard Mastin (Vice President)
Ms. Rachel Anger (Secretary)
Ms. Kathy Calhoun (Treasurer)
Ms. Sharon Roy (NAR Director)
Mrs. Pam Moser (NWR Director)
Ms. Kathy Black (GSR Director)
Mr. John Colilla (GLR Director)
Mr. Howard Webster (SWR Director)
Ms. Mary Auth (MWR Director)
Mr. Kenny Currle (SOR Director)
Mrs. Kayoko Koizumi (Japan Regional Director)
Mr. Michael-Hans Schleissner (Europe Regional Director)
George Eigenhauser, Esq. (Director-at-Large)
Mrs. Carol Krzanowski (Director-at-Large)
Ms. Melanie Morgan (Director-at-Large)
Mr. Brian Moser (Director-at-Large)
Mr. Darrell Newkirk (Director-at-Large)

Also Present:

John M. Randolph, Esq., CFA Legal Counsel
Allene Tartaglia, Executive Director
Shino Wiley, Japanese Interpreter

Absent:

None.

Secretary's Note: For the ease of the reader, some items were discussed at different times but were included with their particular agenda item.

Anger: Before I begin, I would like to say please liberally use your mute function, star six to mute, star six to come off. With this many people on the call it's going to be impossible if there is a ton of background noise which there always seems to be. So if you're not speaking, please put yourself on mute. **Hannon:** Thank you, Rachel.

1. CRAB AND MALLETT SHOW SCORING.

Hannon: OK, the first item on the agenda is Crab and Mallet show scoring. Do we need to have any discussion? We seem to have a lot on the board list? Not hearing anything, then I'll ask for somebody to make a motion. **Currle:** I'd like to make a motion to score the Crab & Mallet show in accordance with our CFA show rules and procedures. **Morgan:** Second. **Hannon:** Alright, since there's no discussion, I'm going to call for the vote.

Hannon called the motion. **Motion Carried.**

2. **CLUB NON-RECOVERABLE EXPENSES REIMBURSEMENT POLICY**

Hannon: Next on the agenda is club non-recoverable expense reimbursement policy. Kathy, do you want to start a discussion on that? **Calhoun:** OK. Hang on a second. You got there faster than I thought. **Hannon:** You thought there might be a discussion of the last motion. **Calhoun:** Well, I don't know what I thought. Hang on, just give me a second here. OK. Here we go. All right. So there was – the document was sent out attached to Rachel's agenda, the agenda that Rachel sent out earlier. So let's just kind of start with going through each of the sections, and if there's any discussion we can have it.

CFA Clubs and Events Occurring March 16 through May 31, 2020 **Cancelled Due to the Coronavirus Pandemic**

As you are well aware, we are all faced with an extremely challenging period as we respond to the Coronavirus Pandemic. This document is intended to add clarity to what CFA Clubs and Show/Event Attendees may expect.

Club Sponsorship/Support (only for those clubs which have applied for CFA sponsorship)

- *Club Sponsorship - Pre-show Sponsorship - Clubs may retain pre-show sponsorship distributions (no strings attached, club can keep the money).*

Note: Estimated total for Preshow Sponsorship \$500, two new show sponsorship, and 1 in-conjunction show - \$19,500.

Calhoun: The first section is in regard to club sponsorship and support. The first bullet is club sponsorship. So, the pre-show sponsorships, clubs may retain that. Club sponsorship post-show will be available for clubs that have contracted and paid for advertising. So even if they didn't have a show and they've done that, those monies will be available and the total reimbursement of the pre- and the post-show would be \$1,000. And any other – **Black:** OK, this is [inaudible]? **Hannon:** Yes, why don't we take these - **Black:** Yes, this is Kathy. **Hannon:** - one item at a time, Kathy. **Calhoun:** OK. **Hannon:** And let's go back to the first item. **Calhoun:** Pre-show sponsorship. Questions? **Hannon:** What are you proposing? **Calhoun:** That a club that has been given pre-show sponsorships – the sponsorship up front – would retain the sponsorship. **Hannon:** Retain for what purpose? For any purpose they want, or for a future show? Or what? **Calhoun:** For whatever purpose they see fit. We've already granted that money. It's been distributed so we're not going to ask for a refund. **Hannon:** OK, now that sponsorship would include the \$500 that's sent in advance as part of the \$1,000 that we provide to every club. If applicable, it would be in conjunction. It would be for European bringing in CFA judges. **Calhoun:** Yes. **Hannon:** Those are the three things it would include, right? **Calhoun:** Correct. **Hannon:** Well, I need a second on the – I assume you're making that as a motion, Kathy? **Calhoun:** I am. **Hannon:** All right, let's have a second. **Eigenhauser:** I'll second so we can discuss it. **Hannon:** OK. Then, Pam, you want to discuss it?

P. Moser: Yes, I just want clarification. So you're saying that they can keep their \$500, so if they have a show the next year, can they reapply for that full \$1,000 again? **Hannon:** It sounds like it. Isn't that what you're saying, Kathy? **Calhoun:** Yes. Yes, they could reapply. **P.**

Moser: OK. **Calhoun:** There's no strings attached to them obtaining the pre-show sponsorship. **P. Moser:** OK. **Currle:** Yes, did we have any new show sponsorship? **Mastin:** Yes, I believe my records show that there are two new shows scheduled during the CFA mandated canceling of the dates from March 16th to May 31st, so, yes, there are two. **Hannon:** Kathy, do you want to amend your motion to include that, or do you deliberately want to exclude it? **Calhoun:** I have no problem with including that. **Hannon:** And, George, you second? **Eigenhauser:** George is fine with the amendment. **Auth:** OK, so the Mo-Kan club which took place – or was canceled the day before – they had expenses relative to the cost of their entry clerk and their catalog, and, yeah, all this other stuff is OK. But those are a couple of the – they have some additional expenses that's the catalog and the entry clerk. So there's a couple hundred dollars in that. Was – is that included in that part there? **Hannon:** No. No. **Auth:** No? **Hannon:** Well, we're going to break this second agenda item into different parts, and that'll come up later. **Auth:** OK. **Hannon:** All we're talking about now is the money they were sent as part of a sponsorship. **Auth:** Oh, sorry.

Eigenhauser: I just want to clarify. This is the document that was sent around earlier today and people seemed uncomfortable with voting on it as a block. So we're voting on it in tiny bites. **Hannon:** Right. **Eigenhauser:** Things like entry clerk fees and other things are farther down on the same page. **Calhoun:** Can I call folks' attention to the date that this applies to? This is March 16th through May 31st. **Hannon:** So at some point tonight we'll discuss the two shows that canceled prior to March 16th which was Mo-Kan and Tails and No Tales. **Calhoun:** Yes, everything. That would be a separate discussion. **Hannon:** Right. We're talking about the ones that we canceled. **Calhoun:** Correct.

Mastin: May I have permission to just share with the entire board the estimated cost on allowing the clubs to retain the preshow sponsorships? **Hannon:** Sure. **Mastin:** OK. Just so everybody knows. There are four sponsorships that we grant the clubs, and all four of these are done pre-show, we send the money to them. As of right now, there were 33 shows that were approved and should have received their \$500 which is a total of \$16,500. There was one conjunction show and that was \$1,000. There were two new shows, that is \$2,000. And there were four Region 9 incentive shows, each of those clubs receiving \$1,400 for a total of \$5,600. The estimate, and I say estimate because I still need to confirm Melissa's report with my report and make sure that we have everything lined up and the payments went out as were instructed. We all know we did have some issues with personnel during this time, and we're not 100 percent sure if everybody has received the money to date. But assuming they did, we're looking at roughly \$25,000 that has been already distributed to these clubs [**Webster** joins the conference] in one sponsorship or the other, or multiples. Additionally, the second line on this, which we're going to address next, is post-show sponsorship. All 33 of these clubs will be eligible for the second part of the first regular show sponsorship at \$500 each, provided they submit their receipts for advertising. Now, understandably, not all the clubs will have spent money for advertising. Some will have. But assuming they all did, all 33, that would be an additional \$16,500. And I'm not speaking against this in any way. I just want the board to be aware that the total cost could come in somewhere around \$41,000 to 42,000. I can't imagine it's going to be much more than that, other than my report is missing a couple of approvals. I don't believe I have anything missing, but I do need to confirm that with Melissa.

Newkirk: I sort of get what we're trying to do, trying to help the clubs here. But we sent them money and they didn't do anything with the money. I'm confused why we're allowing them to keep the money. I mean we're talking about a lot of money here. **Hannon:** Well, are you talking, for example, if we gave them \$500 to use towards advertising and they did use it towards advertising, but there was no show to advertise. They've already committed the funds. **Newkirk:** No, that's – **Hannon:** You're OK with that? **Newkirk:** OK, I'm OK with that. **Hannon:** But if they have not yet spent then money. **Newkirk:** Yes, I don't think they should be allowed [inaudible]. **Hannon:** All right. So I'm assuming Rich is talking about we're going to need to get something back from the clubs, as we do in every case when we hold a show, proving that they spent the money. **Newkirk:** Yes. **Hannon:** We never send the second half until they have fulfilled the post-show requirements. And that includes sending of invoices to show that they have indeed spent at least \$500. **Calhoun:** And, Mark, might I add that the – it says paid in the second – on the second bullet, contracted and paid for advertisements. **Hannon:** OK, does that answer your question, Darrell? **Newkirk:** Well, I – what confused me was when I think it was Pam said if they apply for the sponsorship money again, then they'll get the full \$1,000. But if they didn't spend the \$500 initially, why would we give them another \$1,000? **Hannon:** Because we're being generous. **Calhoun:** So you're concerned with the pre-show sponsorship with them retaining that? **Newkirk:** Yes. **Hannon:** That's what I understand his concern is. We sent the clubs \$500. They didn't spend any money advertising because maybe the show is, you know, late in May or something, why are we allowing them to keep the \$500? And your proposal was that we allow them to keep the \$500 whether or not. **P. Moser:** Yes. **Calhoun:** The pre-show sponsorship, correct. **Hannon:** Correct, the first \$500. **Calhoun:** Yes. **Hannon:** So are you objecting to that, Darrell, thinking that we should only give it to them if they actually spent it? **Newkirk:** Yes. I'm for them having the money if they spent it and they can't recover it, I understand that. But if we gave them \$500 and they didn't spend that money, they shouldn't get it again when they have their next show because that's giving them \$1,500. They didn't spend the first \$500. I'm OK with them keeping it if they spent it, but if they did not spend it, I'm not for them keeping it. That should be applied as their pre-sponsor money at their next show that they apply for.

Morgan: I'm in support of this in theory with the exception of the Region 9 incentive money, which is something that we've actually already dealt with a previous motion on air fare. That Region 9 incentive money is designed to compensate for the increase in air fares which CFA has already said they're going to cover. So the clubs won't be out any extra money for airfare for U.S. judges. So I don't see how we can include the incentive money as part of that.

Schleissner: I want to come back on the first issue on this club sponsorship, the \$500. I have talked to several clubs in Europe about this and all over, the clubs, they think they should keep the money and use it for their next show. They all have planned to do an additional show as soon as the situation has changed. So I think it's nice to give them the money, but it's not – they really do not expect to get it as a gift. So we should let them keep the money for the next show. So that we do not spend \$1,500 on the clubs, we spend only the \$500, and we do the additional \$500 after the club has already done its show.

P. Moser: I just want a clarification from Rich. Rich, there was 33 clubs that we canceled, is that correct from March until the end of May? **Mastin:** No, Pam, I don't know the exact number of clubs that were canceled. I suspect it's probably closer to 60. I only have 33

clubs that we have paid sponsorship money for. Not every club requests sponsorship. **P. Moser:** Right, OK. So that being said, not all of those – those are clubs that maybe could be having their shows later in the season, too, correct? **Mastin:** That's correct. Assuming they could get a date, yes, that's correct. **P. Moser:** OK. So the only sponsorship money that we're talking about now are the shows that have been canceled, correct? **Mastin:** That's all we're talking about, the shows that are canceled for March 16 to May 31st. **P. Moser:** OK. **Mastin:** That's the only ones we're talking about. **P. Moser:** OK. And you were giving the overall of what you've put out so far? **Mastin:** That's correct. **P. Moser:** OK. So in that situation I agree with Darrell. I do think that if they've got their \$500 and they didn't use it on advertising, that they should go ahead and keep the money but it rolls over to their next year. And then once they have their show next year and they show the receipts, then they get their other \$500.

Hannon: Well, can I interject here? You're making an assumption that the \$500 they got pre-show was for advertising. We don't send them the second \$500 until they've proven they've done advertising. \$500 of the \$1,000 is the club's to do whatever they want with. \$500 is to go to advertising. My premise is it's the second \$500 that goes for advertising. **P. Moser:** I think the other way around. **Hannon:** No, because if they don't do any advertising, they still get to keep the \$500. **Calhoun:** Exactly. **P. Moser:** Oh, OK. **Hannon:** So it's the second \$500 that we have not sent them, that is going for advertising. **P. Moser:** Right. Well, I still think they should only get one \$500. They shouldn't be able to get \$1,500 for the next show.

Calhoun: The other thing that I was going to mention is that every single expense that the clubs may have encountered is not going to be reimbursed. They may have had other things that they spent money on, so the thinking was that the first \$500 there were no strings attached to it to start out with. That that would be retained as, you know, helping the clubs out in a very difficult situation. And then the second, the post-sponsorship show which they have to demonstrate that they've advertised for, that is when, you know, they have to provide receipts in order to retain the \$500. And then the other point that I just wanted to make is that in the event a club retains the pre-show sponsorship and you want it to roll over to another show and they don't have another show, what would occur? **Hannon:** To address Michael's concern about the airfares, the reason we made the proposal we did is it's going to be a bookkeeping nightmare to have to keep track of who has money that they're rolling over, did they have another show? Did they use the money? It's much simpler bookkeeping-wise just to let them keep the money.

Black: We were talking a little bit about this at the end of our last meeting, and Rich was asking me to clarify the point I was making, so I just want to make it again. I agree with what Kathy was saying. There are expenses that these clubs can be out, and that first \$500 was given to them with no strings attached. And I agree they should get that \$500 no strings attached. Rich has already said, it could be shows that are going to be held way past May 31st. I mean we've already applied for it for our regional in June. So that \$500 that he is including in his 16 or in his \$25,000 total. So I'm just saying that if you got the \$500 sponsorship, you should be able to retain it. The point I was making the other night was that if they have expenses that exceed that \$500 then they could apply, and that would apply to the second bullet here, for payment up to whatever those expenses are. So it may not be the full \$500. But some of these clubs were going to have a show last weekend. And so those clubs that were going to have a show last weekend, they had a lot of expenses laid out. They had all their advertising, they had everything ready to go with one week coming up to the show where other clubs that were going to be in the end of

May they hadn't done anything. They haven't printed catalogs or maybe even paid judges' airline tickets or anything. So I think they should be able to keep the first \$500 with no strings attached because that's what we're talking about right now. **Calhoun:** And can I just add one more thing? We've had shows that have canceled in the past that got sponsorship money. And we did not ask those clubs to refund the money or to roll it over or anything so I think in my – **Hannon:** Is that true, Rich? **Mastin:** I don't know. I don't know that answer. I'd have to look it up. **Hannon:** And do you agree with the statement that was made that the clubs you were talking about, some of them go beyond May 31st? **Mastin:** No, I do not agree with that. My numbers are strictly based on all the shows that requested sponsorship to be held between March 16th and May 31st, and what I have on my report as being paid. **Hannon:** So there may be clubs June or July that have already received some money? **Mastin:** That's correct. That's not included in those 33 clubs. **Hannon:** OK. **Mastin:** Anything beyond May 31st is not included in my estimate of \$25,000 for all four of these sponsorships and support.

Eigenhauser: I support just doing a blanket forgiveness on any of the sponsorship money we've given them. Clubs are going to have all kinds of expenses they've already paid, and they're going to be all over the map in terms of how much. You know, spent some money on fliers, spent some money on all deposits they can't get back. Spent some money on this, spent some on that. I've seen some of the discussions on line and some of the private emails I'm getting. Some clubs think they're out thousands of dollars. And CFA can't pay everything, but we can pay something. But rather than making it bookkeeping nightmare for everybody to have to document all these different amounts, when we're really only going to pay a small amount, it's easier for – not just for booking but for the sake of simplicity and consistency to just say keep your sponsorship money and that's it. You know, we're not going to pay for your show hall, we're not going to pay for the mileage your club members are claiming the [inaudible], we're not going to pay for this, we're not going to pay for that. But you can keep that no questions asked, and that way we're not dealing with just a bookkeeping nightmare with trying to nickel and dime this stuff because the more we open it up, the more people's expectations are going to be as well. You know, this isn't just a floor, it's also a ceiling. And that's all I have to say. **Hannon:** Yes, and one of the complicating factors is that we have a vacancy on staff of the person that is our accountant. So somebody without a lot of accounting experience is temporarily going to have to fill in. So that's one of the reasons we want to keep the accounting side simple. Anybody else?

Newkirk: I think George makes a good point. It would be a nightmare to try to figure out who spent money and who didn't spend money. So I will acquiesce and I will go along with it. **Hannon:** Thank you. **Krzanowski:** I also think that this would be a good faith effort on the part of CFA towards our member clubs would show them that we appreciate them, that we hope that they will continue and have more shows in the future once everything changes in the world. And I just think it would be a good thing to do at this point. **Hannon:** OK.

Mastin: I just want for clarification purposes on the motion because there's been some discussion back and forth. This first motion for club sponsorship, are we talking about including all four of the sponsorships which is the regular show sponsorship – I indicated 33 shows, a total of 16,500, one in-conjunction show which is a \$1,000, two new shows which \$2,000 is, and the region 9 incentive, four of them, for \$5,600. Now I know Melanie had mentioned that we should pull the \$5,600 out. I don't know if that's what's happening, and I don't know what to do about the in-conjunction and the new shows. Are we leaving those in? So I just want to make sure

we're extremely clear on this motion. **Hannon:** My understanding was it included all four. Now, Melanie, do you want to argue against including the European money? **Morgan:** I strongly support this motion with that exception. The European money is specifically designated as an incentive to cover airfares, we're covering the airfares. So they're double dipping there if we give them this and we're covering the airfares. I don't see what this logic is about. **Hannon:** OK, and I agree. Rich, do you see her logic? **Mastin:** Yes. And I agree. That's why you asked for the clarification on it. **Hannon:** OK. **Mastin:** Does everybody else agree that the in-conjunction and the new shows should remain? **Eigenhauser:** I do. **Krzanowski:** Absolutely. **Hannon:** The motion is three out of the four.

Schleissner: My question is, if we go the way to let them keep the \$500 pre-show sponsorship money for advertising and what will happen – I have two clubs over here who spent much more money on advertising than the \$500. And they have – **Hannon:** The \$500 we're allowing them to keep is not for advertising. We will discuss advertising later in the meeting. The \$500 we're allowing them to keep is the \$500 they can use any way they want. **Schleissner:** Yes. OK. Understand. **Hannon:** OK. All right, is there any objection to taking out the European airfare money from this motion? **Calhoun:** I'll amend my motion. **Eigenhauser:** I'll amend my second. **Hannon:** OK, let's vote then. All those in favor of the motion which includes the three different areas.

Hannon called the motion. **Motion Carried.**

- *Club Sponsorship - Post-show Sponsorship will be available for clubs that have contracted and paid for advertising up to \$1,000. Requires receipt and proof they could not negotiate out of the charges.*

Hannon: All right, Kathy, the second bullet. **Calhoun:** The second bullet is in regard to post-show sponsorship which is targeted towards advertising which they have to prove that they've done so. So this amendment says that we will – they'll be able to retain that if they can demonstrate that they've paid for advertising and the total pre- and post-cap is \$1,000. **Hannon:** Just for advertising? So they could get a total of \$1,500 – the \$500 pre-show and a \$1,000 after? Is that what you're saying? **Calhoun:** No. It's five and five. \$500 pre, \$500 post. **Hannon:** So a club that's, for example, RUI that we received a letter from who spent in excess of \$7,000 on advertising, we're telling them we're only going to cover \$500? **Calhoun:** We would not have – if the show had occurred we wouldn't have paid for that incremental money. **Hannon:** But they would have had gate. **Calhoun:** Well, I understand that. But that discussion is probably separate from this. I mean if there are particular instances where shows that, you know, you wanted to take and, you know, talk about them separately, fine. But I don't think that in this particular motion these – this is for the standard \$500 post sponsorship. **Hannon:** All right. But I don't think RUI is unique. I think there are other clubs that have spent more than the \$500. **Mastin:** Just so we can further discuss it, I'll second the motion but I'd like the motion to be changed. And I think we've got to change the wording. If we want to address what Kathy is proposing, the wording should be an additional \$500 will be paid to clubs that can show proof of advertising up to \$500. I don't think we want to confuse the motion based on pre- and post-show combined. **Calhoun:** So can we just take the last sentence out? **Mastin:** But you still have to put in a dollar amount if you take the last sentence out. **Calhoun:** Well, we can put \$500. So post-show sponsorship will be available for clubs that have contracted and paid for advertising, maximum

\$500. **Mastin:** Or you could say up to. **Hannon:** I'm not sure I agree with that because we may want to consider some additional monies for advertising and if that motion passes, it means we can't give them more than \$500.

Schleissner: I have two requests from clubs who have already spent more than \$500 on advertising. And one of these clubs I have already shown to you what they ask for. This is the Ukraine club and the other club who came in tonight was the French club, the Orange show and with the – which was in conjunction with the – with the BAOS we have. So I'm talking about two clubs being Region 9. I don't know about how much we talk in other regions. So I can only speak for Region 9, and Region 9 up till now has two clubs that spent much more money on advertising than the \$500. So if we – if we vote for the \$500, which the club can get after the show by documenting, showing his advertising activities, these clubs will not be very satisfied because they have already done lots of work on everything. So I want to have – I want to have the question cleared up what's happening to the clubs who spent more money, and this is definitely true with me. And we should make a motion that we keep – can keep it open that if additional clubs – if clubs who need additional money can still have support from CFA.

Hannon: How about we phrase it such that clubs that spent an excess of \$500, their requests will be considered on a show-by-show basis because a club that spent \$7,500 I think what they really spent, that's money they expected to get back in gate. That was something that was – **Calhoun:** Can I make a suggestion? **Hannon:** No, Rich was first.

Mastin: OK. So in an effort to address Michael's concern and do something similar to what Mark is suggesting, what we might want to do is raise that \$500 to \$1,000 because those clubs that did spend money on advertising, as Mark indicated, they're hoping to get that investment back with the gate. So we raise it to a \$1,000 and also leave it open for further review. Now what I'm unclear on, and this is going to require the work from all the clubs that have invested money in advertising that have had their shows canceled, whether it's due to CFA or it's mandated by local and federal governments, what are those advertisers – or advertising medias willing to do to all these clubs in giving them credit applied for future shows? We don't know what that's going to be, so we have to have the clubs get involved in working on behalf of themselves in order to receive these credits, refunds and in future uses. **Hannon:** So we want not only an invoice for the amount of the money, we want some sort of documentation from the media saying they would not release them from that because the show was canceled. We don't want them giving us an invoice for \$500 and having the advertising agency say you don't owe us anything. So that – so they're getting extra money for free. It's not a reimbursement if they didn't incur an actual expense.

Calhoun: I was going to make a – because this is – I mean we're going to get to the point where we're talking about venue expenses and we're, you know, that's not a recoverable expense either. What I was going to suggest that maybe at the end of this we make a statement that says that we are willing to, you know, work with the clubs or at least hear their concerns about incremental expenses that are not covered in the policy as outlined. And that would cover other things. **Hannon:** Yes, I'd be happy with that. **Eigenhauser:** I support the idea of raising the advertising reimbursement to a \$1,000. I think that'll cover a large majority of the shows. A lot of shows don't do a huge amount of advertising. They don't expect a huge gate. But I want people to remember we canceled approximately 60 shows, and so I don't want to put out the word that we're going to pay for all of it because there may be shows that spent thousands and

thousands of dollars, and I'm not sure that we want to say at this point that we're going to pay for all of it. So if we just give a high enough cap to the basic amount, to the \$1,000 that – up to \$1,000, you know, submit it, we'll pay it. And then leave open the possibility of trying to prove more on a case-by-case basis. But I don't want to encourage it and I don't want to promise it.

Hannon: George, there are probably clubs later in May, let's say, that have not really spent the money yet. **Eigenhauser:** I'm not disagreeing with you. **Mastin:** George just mentioned something that we sort of need to pay real close attention to, and he had said that there is probably many more clubs than what we're including on this club sponsorship. And the way this motion is drafted, this is specific to the clubs that have received club sponsorship that will be receiving post-show sponsorship. This motion does not address all those other clubs that have spent money on advertising that didn't apply for the marketing funds. So I don't even know if the two clubs that Michael is referring to were part of the original three sponsorship requests.

P. Moser: I need clarification again. So are you saying that you're going to give them a \$1,000 for their advertising or that they can have up to \$1,000 if they provide receipts, documentation? **Hannon:** They have to provide receipts. **P. Moser:** So you're not just going to give them the thousand, right? **Hannon:** Correct. If they spent \$450, that's all they're going to get. **P. Moser:** OK. **Mastin:** Yes, the motion as written says *have contracted and paid for advertising*. **P. Moser:** OK. Up to \$1,000, correct? **Hannon:** Correct. **Eigenhauser:** Well, we're working on that. **P. Moser:** OK. **Calhoun:** \$3,000 in this motion is the pre-show plus the post-show. **Hannon:** Correct. If they have the \$500 pre-show money, they can keep it. If they have advertising expenses, they can have up to \$1,000 if they have receipts for it. So if they have receipts, they can get up to a total of \$1,500, \$500 pre-show, \$1,000 post-show. **Mastin:** Well, Mark, that's not the way the motion is right now. It has to be amended or Kathy needs to withdraw it and create a new motion. Right now it's only \$1,000 total because it's pre- and post-show combined. **Hannon:** But the discussion was up to \$1,000. **Mastin:** That's correct. That's what was recommended.

Eigenhauser: I have a suggestion. In the last sentence where it says maximum reimbursement for pre- and post-show sponsorship, just put the word *advertising* before sponsorship. Then it excludes any non-advertising sponsorship. **Mastin:** George, can you say that again? **Eigenhauser:** How about this? What if we take out the word sponsorship as like the – what is it, the third word from the end, and put in the word advertising? **Hannon:** We've already voted and approved giving them the pre-show \$500. **Eigenhauser:** Right, so that's sponsor – **Hannon:** There's a second motion – there's a second bullet item. George is suggesting that we allow up to \$1,000 for advertising if they have receipts to show they spent up to \$1,000 for advertising. We take out the word sponsorship so it doesn't get confused with the pre-show sponsorship. **Mastin:** Right. And you've got to take out the pre-show also. **Calhoun:** This is my concern. It seems like we – and maybe I have this wrong, but in normal times we provide \$500 for post-show sponsorship which is targeted to advertising. **Hannon:** Correct. **Calhoun:** Clubs have been – would they know if they go beyond that, it's out of pocket. Now I get it they offset it with other revenue. **Hannon:** Yes, they offset it with the income that results from their advertising. **Calhoun:** Let me just finish. You may have had clubs that may in the past have provided – who may have spent more in advertising than the \$500 they thought they were allotted if they thought there was some sort of reimbursement. We may have clubs in the past that tried to keep their advertising within that \$500 budget. So to me that seems unfair. **Hannon:**

No, I don't see it as unfair, Kathy, because they don't have the opportunity to recoup that money from gate. **Calhoun:** I understand that.

Black: OK. So this is what I was typing, so I just want to make sure because I've kind of lost track if we revised the motion or not. So I have *post-show sponsorship will be available for clubs that have contracted and paid for advertising up to \$1,000. Any club in excess of this will be reviewed on a case-by-case basis, requires receipt and proof they could not negotiate out of the charges.* So is that what we're thinking about voting on, or we back to the original one?

Hannon: Well, there's a confusion of that \$1,000 whether or not it includes the pre-show \$500. And so George has tried to make it clear that it does not include the \$500 pre-show by taking out the word sponsorship and talking strictly about advertising. Is that right, George? **Black:** OK, but I got it post-show sponsorship, so post-show sponsorship means – where it says for those clubs that have contracted and paid for advertising. So I don't have the same – **Hannon:** Do we agree that the way Kathy read the motion captures our concern that it's for advertising?

Mastin: OK, a couple things. Yes, I agree that the way Kathy had worded it is what we are talking about. And that would apply to all the shows that have submitted sponsorship for CFA sponsorship. Now, second part is if we want what Kathy read to us, we need to vote no for Kathy's if you don't want Kathy's motion because Kathy has yet to decide to pull her motion or amend it. She's still arguing the point that \$500 is enough because that's what they're allowed. So until Kathy amends it, we can't – we can't put another motion on the floor. **Calhoun:** That's true. **Hannon:** All right. We're never going to get through this agenda. Why don't each of you – Kathy, if you're not pulling your motion, let us vote on it and we'll vote it down. **Calhoun:** I have a question before that. This is my concern with Kathy Black's motion. There's no [inaudible] that this says that CFA will reimburse provided they have receipts and they've proved that they have not been able to negotiate out of this an open amount of money. **Hannon:** Didn't she say \$1,000? **Calhoun:** Did you say \$1,000? **Black:** Yes, I said up to \$1,000. I said clubs in excess of this will be reviewed on a case-by-case basis. **Calhoun:** OK, I would prefer if we put that at the end of the entire process. **Black:** Yes, OK, that's fine. **Calhoun:** Because there could be other things. **Hannon:** What are you doing with your motion? Do you want me to call for a vote on it? **Calhoun:** Call for a vote. **Hannon:** All right. All those in favor of Kathy Calhoun's motion which limits you to \$500 post-show advertising.

Hannon called the motion. **Motion Failed.** Calhoun, Morgan, Roy, Colilla, Auth, P. Moser and B. Moser voting yes.

Hannon: Kathy Black, do you want to make your motion, or do you want to wait in case people want to throw more stuff into it? **Black:** No, I'd like to make the motion. **Hannon:** Yes, I think it's cleaner that we do with a motion. Yes, go ahead and read your motion. **Black:** You want me to read it again? OK. Post-show sponsorship will be available for clubs that have contracted and paid for advertising up to \$1,000. Any club in excess of this amount will be reviewed on a case-by-case basis, requires receipt and proof they could not negotiate out of the charges. And the only thing I would amend there – **Mastin:** Just a second, I have a question. **Black:** OK. Yes. I mean we're saying requires receipts. That applies to both parts. The proof that they can't get out of it, I guess we can leave that in there in case I could get out of it even if was under \$500 or under \$1,000. **Mastin:** Rich second with a question and comment. **Calhoun:** How is the club supposed to demonstrate that they could not negotiate out of it? **Hannon:** They have

to have a letter or an email or something from the company saying they would not let them out of it. **Calhoun:** OK. **Mastin:** I thought Kathy had recommended that that last part that Kathy Black is suggesting would be at the end of everything so it wasn't specific just to advertising.

Eigenhauser: Yes, and I agree with Rich. There are going to be individual items that people are going to want to come before the board separately and say, well, could you at least cover this, could you at least cover that? I would rather than hanging this in sponsorship section, which is not where it belongs, to say if you look – if you want exceptions to any of the things we pass today, we'll consider them on a case-by-case basis. So I think that's better – **Black:** I will amend my motion to not have that sentence. **Newkirk:** And I will second that amendment. **Hannon:** OK, so the motion is to allow clubs up to \$1,000 for advertising, providing they can document it with documentation. All right, all those in favor.

Hannon called the motion. **Motion Carried.**

Tartaglia: This is Allene. I have a question, a clarification. Is this only for shows that applied for the pre-show sponsorship, or is this for any show that provides us with receipts?

Hannon: Only those that applied. Do you agree, Rich? **Mastin:** Yes. **Tartaglia:** OK. Thank you. **Hannon:** If they have a show in late May and they were planning to apply but didn't apply, too bad. **Tartaglia:** OK. Thank you.

- ~~*Support – Clubs may retain support funds that have already been received.*~~

Hannon: Kathy Calhoun, we're back to you. **Calhoun:** OK. So – and for clubs that have been granted other forms of support, and I think this was one that you wanted in there, Rich, sponsorship [inaudible] support may retain support funds if they've already been received, or (inaudible). **Mastin:** Yes, we addressed that when we pulled out the R9 incentive in the first motion. **Calhoun:** So I'll move on then. **Mastin:** So that's still hanging out there, and at this – and, yes. So withdraw it. **Calhoun:** Consider it – it's withdrawn.

Show Licenses and Insurance Credit

- *The show license and insurance (\$200) paid for a show that has been cancelled due to coronavirus will be refunded (estimated to be \$12,00).*

Hannon: OK. All right, next, show licenses and insurance credit, Kathy? **Calhoun:** OK. So this bullet indicates that show license and insurance funds paid for a show that has been canceled due to the coronavirus will be refunded in this time period, the 16th through May 31st. **Krzanowski:** Second. **Calhoun:** So we're not going to roll over. We're just going to refund the money. **Hannon:** Carol seconded. Is there any discussion? **Mastin:** Just for the record, the estimate is, there's roughly a total of 60 shows that are licensed during this shut down period. So the estimated total reimbursement on this is \$12,000. **Hannon:** Any other discussion? All right, let's vote. All those in favor.

Hannon called the motion. **Motion Carried.**

Entry clerk fees

- *Entry clerk fees are eligible for reimbursement for entries processed through March 20, 2020.*

Calhoun: So the next one applies to entry clerk fees for shows that already had entries. This is probably going to be a minimal amount of money, but shows that already had entries that have come in after, you know, on and after March 16th we would respond – reimburse those entry fees for that first week through March 20th. And that was – that would – that would capture all of the shows that were just starting to gear up for the following weekend.

Eigenhauser: Second. **Hannon:** So if there was a show the last weekend of May and the entry clerk had taken one entry, we're going to pay them something? **Eigenhauser:** If they normally get paid a dollar for it and the club got charged for it, why not? **Hannon:** I don't have a problem with that, but is that how all the entry clerks work? **Black:** I can't speak for every region, but I think most of the entry clerks do charge a per-cat fee kind of like a master clerk does, they charge their fee based on the number of entries. I think that the entry clerks do the same thing. **Hannon:** OK. **P. Moser:** I know in my region that's not necessarily true. Some entry clerks will get their cats entered for free by doing the entry clerking. So I mean that's not the case in all situations. **Calhoun:** I think we've caught that because the last line in this process is clubs must provide proof of payment to be considered eligible for reimbursement. So if they were bargaining for this, you know, and they didn't get paid, it wouldn't apply. **P. Moser:** Correct.

Mastin: I'm not necessarily opposed to this. My only concern is, how do we receive proof of entry clerks that have – that have actually done the work for X number of cats on whatever date? Not saying somebody's going to be dishonest, but how do we know that an entry clerk didn't enter 50 cats for a show in the middle of April or at the end of April, or what have you? **Hannon:** Well, if they're using the CFA entry clerk process, I would think Kathy Durdick could tell us how many cats were processed. She has access to that. But for those that are not using the CFA one, that's a more difficult task.

Eigenhauser: Going back to what Kathy said, the bottom line on the sheet here is that clubs must provide proof of payment to be considered. It's the clubs that are doing the reimbursements, so if the entry clerks are playing a game, the club would actually have to be in collusion with them. **Hannon:** OK. **Eigenhauser:** Because we're not paying entry fees to the entry clerks. Clubs have to provide proof of payment and get reimbursed so the clubs will be our checks and balances on the entry clerks. **Roy:** I don't think you have to worry about clubs after the new show season, May 1st, because if the entry clerks haven't – or if the entry clerk program hasn't been updated with new show rules, they couldn't have accepted any entries into it. **Hannon:** Well, and I would think for shows in May the entries they'd received and processed would be minimal. Most people tend to wait till the week of the show to enter. **Eigenhauser:** Yes. **Hannon:** Anybody else? All right, there's a motion on the floor. All those in favor.

Hannon called the motion. **Motion Carried.**

Venue Expense

- *Show hall or event deposits or payments will not be reimbursed by CFA.*

Note: Upon request, CFA will offer a review of any contract between a CFA Club and the show hall contracted. John Randolph and Rich Mastin have volunteered to advise any club as to how they pursue financial relief from their contracted venue. Contracts are essential for evaluation. Review is not considered a guarantee of favorable results or reimbursement by CFA.

Hannon: Kathy, what's next? **Calhoun:** Venue expense. So this says *show hall or event deposits or payments will not be reimbursed by CFA.* **Hannon:** What happened to show catalog? **Calhoun:** We took the show catalogue out because of the date change. When we went to March 16th there would be no show catalogs for those shows because they were still taking entries. **Hannon:** OK. So are we going to go back and discuss show catalogs for the two shows that were canceled by the local authorities? **Calhoun:** Right. That would fall into that.

Eigenhauser: We keep talking about the two shows that were canceled by local authorities, but I believe there were three in Japan as well. So I'd like to consider those when we consider Mo-Kan and Tails and No Tales. I think Japan deserves to be on the same footing. **Hannon:** OK, when we get to that we will do that. But right now she's talking about venue expense. **Calhoun:** Right. And then the next bullet just refers to the fact that John Randolph and Rich have volunteered to advise any club how they may pursue financial relief in their contracts. And this does not assume that they have to provide a contract so they would be able to make that evaluation, and it does not assume that if there is not a favorable result, it does not mean it would be reimbursed by CFA. And it purposefully did not put John Randolph – I took the phrase I think initially we had a legal – our attorney. This is just consultant, not representing as the CFA attorney. **Hannon:** OK, you're making a motion? **Calhoun:** Can we put them both together? **Eigenhauser:** I'm fine with voting on them together.

Schleissner: I want to say something. If I go with this motion, if the French club, or the Ukraine or the German club sent in the contracts they already had for the shows, do you think that John and Rich is able to handle this for the Europeans? **Hannon:** Yes. **Schleissner:** That's my question. So if we offer this, we have to offer this to everybody. And I can tell you I did not speak a single word Ukraine. My French is quite good. And my German is not so good. So you – it will be different languages, it will be different kinds of government restrictions behind, and so I cannot say this is in general that we – if we welcome this, we have to exclude Europe and Japan and international position and whatever because they do not work on U.S. government laws. **Mastin:** I can't speak for John, I'm only going to speak for myself. I will not negotiate any contract that is in place. I will strictly advise and make recommendations to the show manager or the club president or whoever I'm working with, even with the regional directors. It's going to be up – it's going to be up to the club or possibly the region to get involved in negotiating relief or future credits, or what have you. Now in terms of all foreign contracts for review, those will need to be translated into English because that's the only language I know. I can't – I can't review a contract that I don't understand.

Currie: I've got two clubs in the Middle East that have their – the government closed them down. There hasn't been any issues as of yet, but I also, you know, have situations in my region that have I would say combined contracts to take care of most of these show situations such as entry clerk, catalog printing, rosettes, etc., which I was hoping we could take as a block. But if we're going to do this individually, I think it just takes too much time. I've got three clubs

that have perpetual contracts with show services that's been around for 18 years that they're going to be obligated for. Three clubs during the time period that we've canceled. But I think we need to discuss. We take them on individually, I think it's going to get even more and more confusing.

Eigenhauser: Yes, addressing this motion, the substantive part of the motion is the first sentence. If all event deposits or payments are not being reimbursed by CFA. The second part is purely optional. The clubs are going to have to negotiate these themselves. It doesn't matter if they're in the United States, doesn't matter if they're in Europe, doesn't matter if they're in Asia, they will have to negotiate themselves with whatever entity they have a contract with. John and Rich can help advise clubs on how to negotiate. I mean, people negotiate deals across international borders all the time. But that's only helping the club make their presentation. The club is still doing it. So the club speaks English or somebody in – I mean the club speaks whatever their native tongue is so they can negotiate with their vendor in their native tongue. The purpose of John and Rich helping isn't do negotiations for them. It's simply helping them organize their presentation. That's really what we're doing here. So this is not anything substantive we're doing with the halls or with the venues. This is just talking to the clubs, you know, giving a little pep talk. Cheering them on, giving some advice on how to present it. But that's all it is. **Hannon:** I think they were willing to look at the contract and if the contract – and they will find areas of the contract that might help them negotiate, but in order to look at the contract, they have to understand what it says in English. **Eigenhauser:** Yes, I'm not saying that they don't have to look at the contract, and I'm not saying that they don't – but I'm just saying this isn't going to be a real-time conversation in Ukrainian. **Calhoun:** Can I just offer something that might speed this along because this probably shouldn't be part of the motion? **Anger:** Exactly. **Calhoun:** That we put an asterisks behind venue expense and put a comment down at the end that says upon request that, you know, we will assist with negotiations on contracts wherever possible. **Hannon:** We'll provide guidance. **Calhoun:** Guidance, yes. Why don't we just take that second bullet out and then just put a comment at the end. **Hannon:** So the motion would be that we're not going to handle reimbursement for show halls. **Calhoun:** Right, right.

Black: Yes, I was just going to make a comment. I was – you know, I had two shows, three shows that were going to happen in – between March and April. And there was a couple of the venues that were not willing to even talk about refunding. They were not accepting the force majeure clause. They just weren't, you know? And so we were thinking about reaching out to John and reaching out to Rich. But all – thank goodness all three of these, the clubs negotiated with those venues and they are now not looking at any expenses. They were able to push those forward to a date in the future. And so I was really happy to hear that. I think that's what other clubs can try to do also is just continue to work with those venues and see if they can't somehow pay forward what they spent so they're not looking at these costs. But I agree, I think we have to make a statement that we're not going to be reimbursing those. **Hannon:** OK, so we're in agreement that the motion itself just says we're not going to pay for venue expense. We'll add a statement separate from the motion that John and Rich can give them some guidance. **Calhoun:** Yes. **Hannon:** OK. So let's vote on that. All those in favor.

Hannon called the motion. **Motion Carried.** Schleissner voting no.

Catering

- *Down payments to third-party catering (not supplied by the venue) are eligible for reimbursement consideration or negotiation.*

Calhoun: OK, so the next one is in regard to catering which is down payment to third parties caterers, so that means, you know, people that come in and they do it independently of the venue, are eligible for reimbursement consideration or negotiation. The reason that was written that way is because quite often the food may be part of the venue. So, it may be dealt with within the above clause. But there are some cases where you might have somebody local who may have gone out and purchased a certain amount of food and then the show got canceled. So it's just said they're eligible. Not that we're going to do it, but they're eligible for reimbursement consideration or negotiation. **Hannon:** Is that a motion? **Calhoun:** It is a motion. **Black:** I'll second. **Hannon:** All right. Discussion? All those in favor.

Hannon called the motion. **Motion Carried.**

Exhibitors and Attendees

- *CFA will not reimburse any travel costs as a result of cancelled CFA events as a result of coronavirus concerns.*

Calhoun: OK. So the next one is in regard to exhibitors or attendees, so the people that may not be exhibiting but they were coming to the show. And it says that CFA will not reimburse any travel costs as a result of cancellation of CFA events as a result of the coronavirus concerns. So this means that if, for whatever the reason, they may not have been concerned, they just wanted to travel, what have you, we do not reimburse travel costs for exhibitors and attendees. **Eigenhauser:** Second. **Anger:** Even though we have a heading exhibitors and attendees, I wonder if we can include that in the motion so we don't get it confused with the judge airfare reimbursement policy. **Calhoun:** OK. So to say CFA will not reimburse any travel costs for exhibitors and attendees as a result of flights cancelled. **Anger:** Right. **Calhoun:** OK. Yes, I amend that. **Mastin:** Kathy, do you want to put a qualifier on attendees? **Calhoun:** No, I didn't. So attendees may mean – that may be somebody in the area, the, you know, somebody – it was part of the gate. Maybe they came from another town, the show was canceled. They wanted their money back. Attendees, or it could be a person who came in with a, you know, an exhibitor with a friend or a spouse or a child or what have you. **Mastin:** So could somebody question attendee as a judge that's receiving reimbursement? **Eigenhauser:** No. **Mastin:** OK. **Hannon:** All those in favor.

Hannon called the motion. **Motion Carried.**

- *Clubs must provide proof of payment to be considered eligible for reimbursement. Any charges in excess of provision will be reviewed on a case-by-case basis.*
- *Apply the above motions to shows that were cancelled between January 1 to March 16, 2020 by Government regulations are eligible to apply for the above reimbursements.*

Calhoun: So the modifications would include pulling the second bullet into the comments and removing support and rephrasing the club sponsors post-show with Kathy's amendment. OK. **Hannon:** What's next, Kathy? **Eigenhauser:** Before we leave this, I think this topic is broad enough to cover Mo-Kan, Tails and No Tales, and the Japanese shows that got canceled before the moratorium went into place. And I'd like to specify how much of this policy applies to them at this point. **Hannon:** And your suggestion? **Eigenhauser:** I would like to do this as two parts. I would like for this to apply as far as it goes. But then there may be additional items like show catalogs that they may be more of an issues for the ones that got canceled last minute like they did. So I would like to make that a separate vote. But I would like to start out with that the shows that got canceled because of, you know, the government shutting them down in the United States and Japan may apply for – **Hannon:** Prior to the 16th? **Eigenhauser:** Prior to the 16th but after January 1st would be eligible for the same support as what we've just outlined. **Auth:** I'll second it.

Auth: OK. So – and sitting here for the last hour and 15 minutes I've made the decision that the Midwest Region since we did a Go Fund Me account and the Go Fund Me account covers all the expenses I would need to cover for the four shows that the Midwest Region will just cover all of the expenses and none of these clubs will have – none of my clubs will have to go CFA. **Eigenhauser:** So do you want them excluded from the motion, or is that just for informational purposes? **Auth:** That's for informational purposes only. Yes, there's no point in excluding them. But it's for informational purposes. **Black:** George, I agree with what you're saying. So you're saying any shows that were canceled by the government prior to the March 16th date when CFA canceled the rest of the rest of the season, that those clubs can come to us for any of the above-mentioned items that we were talking about. The show licenses, the entry clerk fees, the catering, etc. **Eigenhauser:** Correct. And that's just at this stage. If somebody wants to bring up additional items, you know, like show catalogs, like I know Tails and No Tales got like canceled on a Thursday. There's a good chance they may have already had their show catalogs printed. So I don't want to exclude those but as far as this goes, I want at least this much to apply those clubs. **Black:** I'm sorry, I just have one more question for George please. So, George, are you saying that the show sponsorships that they have, the \$500 [Webster rejoins the conference] because that was prior to March 16th? So we're saying that the show sponsorship also applies to them. And if they have catalogue expense then they could apply it there, correct? **Eigenhauser:** Well, I'm talking about the show sponsorship, the show licenses, the entry clerk reimbursement. Those things should apply to the shows that got shut down by the government in the same manner that the ones shut down by CFA are eligible. **Hannon:** Now do you want to add to that since we're talking about shows prior to the 16th any catalog expense? **Eigenhauser:** I think we should vote on that separately. **Hannon:** OK, as long as we're going to bring it up. **Eigenhauser:** Yes. **Hannon:** All right, any other discussion?

Calhoun: OK. So my question is, you're backing this up to January 1st for those, is that your date, George? **Eigenhauser:** Yes, I picked that because I think that's pretty close to the date that the virus kind of hit the world. **Calhoun:** OK. So this is the – maybe the unintended consequence of that because we also have a program that we are offering to the judges because – it's not on the agenda for tonight, but we just passed that whatever day, two days ago. So it almost seems like if you were going to support the clubs in that – this way with these items, that you probably also should also consider the judges' expenses. And I have no idea what that would entail. **Eigenhauser:** Right. And I'm not ready to open up that can of worms. All I want to do is

get this – **Calhoun:** But I think we inadvertently open up that can of worms when we open up this can of worms. **Hannon:** Well, we can talk about it as a separate issue. It doesn't have to be part of this motion just like we're going to talk about the catalogs as a separate issue.

Auth: Thank you, Kathy Calhoun for bringing that up because I was – I had in my head that the airfare we going to get – the judges were going to get their airfare back. But that only applies to shows after March 16th is what you're telling me. **Calhoun:** Yes. I mean that's what we voted on, you know, so – **Hannon:** We already voted on that a couple days ago. **Calhoun:** Right, we already voted. **Hannon:** Melanie, do you agree that it's only those from March 16th till May 31st? **Morgan:** That's the way the motion was, yes. **Hannon:** OK. So we will discuss airfares, catalogs and other expenses separate from this motion. **Morgan:** I think we're opening Pandora's Box. **Hannon:** Right. **Calhoun:** Oh, I think we are. Oh, oh, boy, I really think we are. **Anger:** Rachel here. **Hannon:** Why? What do you think we're going to end up paying for? **Calhoun:** Because I don't think that you can say that we're going to support the clubs and then not support the judges and let them, you know, I mean those things go hand in hand. **Hannon:** We haven't said that. **Calhoun:** I know we haven't. I know. **Eigenhauser:** We voted on the airfare thing separately from this before. We can vote on it separately again. **Hannon:** George has got a motion on the floor. He's not willing to amend it to throw in additional stuff. Just wants to cover what we've already offered the other clubs. And it was specific. All right. So is there any other discussion? **Anger:** Yes, this is Rachel. **Hannon:** If you don't like George's motion, vote no. **Calhoun:** I'm not necessarily saying that I don't like his motion. I just have a problem not understanding how that may apply to other things that we are committed to do. And so I will probably be a no vote. **Hannon:** All he's committing us to do for shows prior to March 16th is what we've committed to do for the shows after March 16th. All right, all those in favor.

Hannon called the motion. **Motion Carried.** Anger and Calhoun voting no. Currel abstained.

- *Reimburse catalog printing costs for shows held between January 1 - March 16, 2020 due to government edict to cancel the show.*

Hannon: Now, George, you want to – you have something else? **Eigenhauser:** Yes. I would like to make a motion that catalog printing costs for shows held or shows not held because of a government shutdown prior to March 16th are eligible for reimbursement. **Mastin:** Rich will second with a question. George, we're going to tie this with the exact same dates as the previous one. So catalogs paid for, for shows that were canceled between January 1st and March 15th will be reimbursed, correct? **Eigenhauser:** Sure. And as always, implied in all of these is clubs must provide proof of payment to be considered for reimbursement. **Mastin:** Right. OK. **Hannon:** Any other discussion of reimbursement for catalogs?

Black: I could go along with what George is asking for if they can prove they have expenses over \$500, not counting advertising because they've got \$500. I know that they've lost gate, I understand that. There's going to be some income that they lost maybe because the – they found out before the entries closed or, you know – I don't know. But I'm just saying that I don't mind reimbursing them, but if we're giving them \$500 with no strings attached, I don't know if they can prove they spent more than \$500 on the catalog, then I might – could be in favor of giving them a little extra. But I'm just saying they've already got \$500 that we're not asking

them to reimburse us for. They're going to apply that to their bills. I just wanted to throw – kind of throw that out there. **Eigenhauser:** I'm old enough to remember when we used to do shows with little three by five cards and then do them on mimeograph catalogs, OK? **Hannon:** Me too. Yes. **Eigenhauser:** Lately we've been doing show catalogs just days before the show. I mean just a day or two. So this is going to apply to a very, very, very tiny subset of the shows, and only those shows that were canceled at the 59th minute of the 11th hour. You know, a show that was going to be held in April, you know, maybe hasn't put that much money out and the \$500 cap is perfectly reasonable. But for a show that was within a day or two of starting, they took a really hard hit compared to a lot of these other shows that may have had a little bit of notice. So I don't think it's unreasonable for a show that got canceled so late they'd already printed their catalog to be able to get their catalog expenses back. It's not going to be that many clubs.

Mastin: I prefer we not make this any more confusing than it already is. And I don't want to have to use that \$500 that we approved in the previous motion to be applied towards catalogs. I would like to keep it separate and just, you know, go with what we have here. I'm not even sure how many shows were canceled. It could be 10. We know there was three the weekend before, so that could cost us an additional \$3,000 for the marketing expense up to \$1,000 for each. Those – that would not include – **Hannon:** Who were the three clubs do you think were held the week before? **Mastin:** Maybe it was only two. I thought there was three. Two in the states and one in Japan. **Hannon:** Mo-Kan was the same weekend, OK, so that's before the date. There was Tails and No Tales. Was there a third one? **Mastin:** There may have been one in Japan. I thought George said there was one in Japan. **Hannon:** I'm agreeing there might be some in Japan. But in this country, we're only talking about I think two. **Eigenhauser:** Howard, that's correct. **Hannon:** And I don't know that Mo-Kan printed a catalog. They may have canceled before it closed. **Mastin:** Right. **Hannon:** And I know that Tails and No Tales canceled Thursday night. So, clearly, they were closed at that point. **Mastin:** Yes. I don't have a problem with George's motion.

Calhoun: So George's motion goes back to January 1st. So were there – weren't there clubs that in the other – in the International Division and in China and other places that may have been canceled because they didn't have enough judges, that they didn't have – so I don't think we're just talking about three clubs if we're – and we have to apply all this globally. **Hannon:** Well, I think we'll have to say we don't know how many clubs are affected. I agree with George it's probably going to be minimal, but we don't know the exact number. **Calhoun:** Well, the catalog expenses probably, but, yes, that's the least of it. **Hannon:** That's the motion. **Anger:** It says *because of the government shutdown*. I think this is fairly straight forward. Let's vote. **Hannon:** All right, I'm going to call for the motion. All those in favor.

Hannon called the motion. **Motion Carried.**

- *New airfare reimbursement program applied for shows from March 16 – May 31, 2020 be extended to shows cancelled by the government for shows January 1 – March 15, 2020.*

Hannon: Did you have another one, George? **Eigenhauser:** And one last one. That the newly approved CFA canceled show and airfare rollover reimbursement policy also be applied to the shows that were shut down by government action prior to March 16th but after January 1st.

Black: I'm sorry, George, can you say again? **Eigenhauser:** The new airfare reimbursement policy we just approved for shows after March 16th I want to apply them to the shows that were shut down since the first of the year because of the government. **Mastin:** Rich will second with a comment. So to all the fellow board members who are judges, you want to be careful how you discuss this in favor or against. And I may be out of line as I indicated in my email, but this is a direct reimbursement to all judges. **Hannon:** No, it could be the clubs. **Mastin:** Either way it's going to back to the judges. **Hannon:** He's just warning that it creates a potential conflict of interest and board members should be aware. They figured it out the first time, they can figure it out this time. **Mastin:** Yes. **Hannon:** Any more discussion?

Currle: When I was elected I got elected as a board member. I'm not – yes, I'm a judge. But I'm not getting any money back from CFA. But, no, I'm going to vote on behalf of my clubs. **Hannon:** All right. Whether or not one abstains is an individual decision. And the last time we voted on this subject for March 16th through May 31st, a number of judges abstained. But that's their decision. We're not telling you you can't vote, Kenny. **Currle:** I'm not saying I wasn't going to vote. But if I do vote, I'm voting in favor of my clubs. **Hannon:** All right. Let's say no more discussion. All those in favor.

Hannon called the motion. **Motion Carried.** Calhoun, Morgan, Black, P. Moser, B. Moser, Roy, Auth and Colilla abstained.

Eigenhauser: What about Anger? **Anger:** I voted yes. This doesn't affect me. **Hannon:** OK, the motion carried. **Anger:** Thank you. **Hannon:** All right. I guess – are we through with you, George and we're back to Kathy Calhoun? **Eigenhauser:** I guess.

Hannon: OK. Kathy Calhoun, what's your next item? Annual meeting? **Calhoun:** Yes, the annual meeting. **Currle:** Wait. I – wait, wait, wait, wait, wait, I have something I'd like to add. **Hannon:** Hi, Kenny, what do you want to talk about? **Currle:** Yes, we haven't addressed show services. You want to give the caterers money, let's talk about show services. **Hannon:** All right, bring it up. **Currle:** I know that the show service that – in my area has a perpetual contract and has for over 18 years with several clubs. We have three shows that are affected within the timeframe. I know that Region 1 has four. I'm surprised that they haven't spoken about it. And Region 4 has one show service contract that is perpetual and binding. And we need to discuss that. **Hannon:** OK. **Eigenhauser:** Can I make a suggestion? **Hannon:** OK, George, suggestion. **Eigenhauser:** Why don't we just put a sweeper at the end that says clubs seeking recovery of expenses not outlined above shall submit their records and will be considered on a case-by-case basis because we're going to have little bitsy things like the cage services here and other things there. We don't have to deal with every potential tonight. Just have a procedure for dealing with them. And I just think we could do a sweeper that will consider those on a case-by-case basis. **Hannon:** All right, one thing we haven't addressed is who's going to be handling case-by-case basis? **Eigenhauser:** The board. **Hannon:** The whole board? OK. **Currle:** Yes. If we can talk about caterers, we can certainly talk about our show support. If we're up and running and these businesses – and it's not only the east coast show support, I know that there's show support companies that are out west as well. We need to be able to give them support. So, no, I don't think we should just sweep this and have this by a case-by-case basis. We need to have some sort of a collective approach on how we're going to keep them in business because when we're ready to start up and having shows, if they're not available for us, how are we going to have them?

Hannon: Are you making a motion, Kenny? **Currle:** No, I'd like to have a discussion before any motion is made. I'd just like to know what everyone else feels like. I mean I'm thinking about ramifications. **Hannon:** What do you think is – what do you think is fair, Kenny? Do you think CFA should reimburse them for the total amount in their contracts even though they're not going to be incurring some of the expenses like gas, hotels, etc.? **Currle:** No, I'm not saying that we should reimburse for everything. But we should certainly consider in supporting them so that they will be available when we're up and running again. **Hannon:** OK. Anybody else have any comments before we have a motion? **Newkirk:** Maybe we should offer them a loan at no interest. **Eigenhauser:** Or for that matter just point them to the small business administration to get one there. **Newkirk:** That's true. **Currle:** Well, why don't we do the same with the caterer then? **Roy:** You know, I know where Kenny's coming from, and I know what kind of bills the clubs have gotten recently for what they were expected to pay if the shows went on. Maybe we could come up with a figure – work among ourselves, come up with a figure and offer them something because you're right, they're not going to have a lot of other expenses that we normally would pay for like they print the catalogs for everybody that they do a show service for. Those kinds of things. Maybe that would be a good show of faith for not only the one that Kenny's talking about, but if there is any other show services across the country. **Calhoun:** Yes, I agree with Kenny. I think that we need to do something. We've been quite generous, you know, so far. And I think that to his point that if the cage service does a lot of business or don't feel that they can come back to this after this is all over with, that's going to severely impact our ability to have shows. So I think we need to figure out something that we can do in the way of support for cage services.

Newkirk: If we're going to hand out welfare checks for the cage services, which this would be, then how about the judges that are missing their income? I don't need it and I wouldn't apply for it. But there's a lot of judges that are struggling because they're not judging and they're missing out on the income. And if we're going to provide the cage services with income when they're not working, not – and I understand that it's an issue, OK? But I won't vote for paying the cage services when they don't do their job just so that they can be there when we start up again.

Eigenhauser: Yes, we're getting a little off agenda here. The agenda item here was club non-recoverable expenses and now we're talking about subsidizing cage services which really I don't think we have a framework for discussion yet. What I'd like to do is table this, have somebody come back with some kind of written proposal with an estimate on how much it's going to cost, how many services were affected by this, how much they are proposing we provide to each one so that we have some sort of framework to work with. I mean right now we're just kind of shooting things in the air. **Hannon:** Yes, I would suggest that Kenny and Sharon talk with Dave and find out what he's missing. You know, what we need to make him whole because he's not incurring a number of the expenses, but, yet he's not making the profit on which he lives. And so you can, you know, factor that into whatever recommendation you come back with, and you can talk with whomever has another cage service, the West Coast regions maybe. I mean I don't know what happens, Mary, in your region. Do you have a cage service? **Auth:** Yes, we use two different cage services. **Hannon:** So you might want to talk with them and find out, you know, the impact on them. And work that into a proposal for the board to consider at a future point. Is that a fair way to handle that?

Auth: Yes. Except for I would add that we're not an insurance company. And you can buy interruption of business insurance. I certainly have it. So I don't know that we should take care of poor – if people are poor businessmen, I don't think we should take care of them. **Currle:** Yes, I hate to extend this. Now I wouldn't exactly call the Peets or refer to them as poor business people. They do – not only do cage service, they also do entries. They also do catalogs. They also do rosettes. They do all this stuff for these clubs. So they're a full service cage service and they are a good business. So I take exception to what's just said. **Hannon:** But what about some of the things they provide. Like they provide litter. Well, they're not going to be providing litter so there's no expense. They're not providing disinfectant, so there's no expense to them. You know, if they're not – if they were doing the rosettes, they're not providing the rosettes. We need to know what they really are out. **Currle:** Understood. And I've already sent that to Rich. If – Rich already has it, so I'm – they've already taken the breakdown. My clubs have put it in there. It's on their contracts. The clubs are obligated. That's the only thing I can tell you. I have somebody take care of all of this. I was hoping that Region 1 and Region 4 who also had contracts with David had done the same. I've already done it. It's finished. So if you want to – if you want us to come back, that's fine. I have no problem with that. But I think it needs to be discussed.

B. Moser: Well, you know, this – to me this seems like we're opening a big can of worms because on the West Coast we have – we have a person that does it on – down in California that missed out on three shows and she charges about \$2,500, \$3,000 each show. You got – you got Region 5 that has two cage services, one in Arizona, one in southern California. I don't know what they charge. We have one up in the Pacific Northwest that it costs right around \$1,500. So I – that – and that seems like a lot of money that we're going to be handing out. Now, Kenny, I may be mistaken about this, but I saw an email or something that said the Peets would be about \$26,000. Am I right on that or not? **Currle:** No, I sent to that everybody. This is now – this includes all of the shows included in their [inaudible] support. So – and I didn't ask that for – I just wanted to let you know that these people – this is their only business. And they're not bad business people. But they do provide a service just like all the other cage services throughout the country. And they are going to suffer. All right, yes, they can get an SBA loan or something of that magnitude. But there is something else that you have to remember. If they're not in business when we're ready to go back into business, please tell me if you guys are all able physically to set up your own cat show. And, you know, I've thought that, you know, this is what most people that are involved in our fancy are interested in is showing their cats. **Hannon:** And, Brian, you mentioned like \$3,000 is what they charge. But they are – they're not out the full \$3,000. If, you know, if they're not driving to the show, they're not getting gas. They're not getting their hotel. They're not getting some of the things they're not incurring the expense. So it's only a portion of the \$3,000. And I don't know what portion that is. You know, but I don't [inaudible]. **B. Moser:** I don't think that's the majority of the portion, though. Hard to say. **Hannon:** It may be, I don't know. **B. Moser:** Yes, I would think setting up a show service seems like it's most expense part. I just think and, you know, I don't – I feel sorry for all these people because I know the gal that does it in northern California actually really needs the money. But I don't necessarily know that's our responsibility as much as I'd like to say it is. And that's all I have to say.

P. Moser: OK, somebody said how many regions are able to go ahead and do this. Well, I know that the region – and up in the Northwest, upper northwest, we have cages. They're in storage, we have them. We can use them. We also have a cage service, we have a backup plan.

Roy: That's not true in most of the cases in the Southern Region or the North Atlantic. Yes, there is a couple more cage services that people can go for. But they're not going to always be available for us either. It – so I think we need to consider something. I don't think the full \$3,200 that most of the clubs were billed probably is correct. But I do think we need to come up with something. **Auth:** So if we start doing cage services, maybe someone already said this, but what about the rosette companies? And you could make an argument that every vendor that shows up at a show has now lost their venue for setting up their vending booths. I think – I think we're opening up a huge can of worms here that it's – I don't think we want to go this route. **P. Moser:** I know some of the regions have set up Go Fund Me accounts. Why not set up Go Fund Me accounts for them if it's, you know, if that's the only way that they can support themselves? Or I still think the other suggestion is a SBA loan, small business. I mean, you know, I don't see how we can continue to bail out all of this.

Hannon: Are we ready to go on to the annual meeting? Rich, go ahead. **Mastin:** OK. So, boy, there's a lot of good thoughts, and I agree with most of what everybody says. So I'm trying to come up with a solution that may work for us and the cage services. And what I'm coming back to is maybe what we do for all the cage services that had shows booked that were canceled within the dates that we established, what we do is we may want to consider giving each of those cage services \$1,000 for each show as long as the \$1,000 is applied to the next show that that club has and the club can reimburse the – reimburse CFA that portion of it. It's very similar to how we're handling the judges' reimbursements for their airfares. If there's 60 shows that were canceled, and let's say 45 of them were contracted with cage services, we're looking at about \$45,000 in hopes of all \$45,000 of that will come back in the future. Now that's not going to satisfy what the – what the cage services want or replace all that they lost, but it's a little something to help get them by while at the same time it's providing us full credit assuming that show happens at a later date. **Hannon:** Rich, I'm going to set this – I'm going to set this aside for a future discussion. **Mastin:** Sounds good. **Hannon:** There's too many points of view to solve this tonight. All right, so I'm going to move on to the annual meeting. **Mastin:** OK.

- *Club expenses not covered here can be submitted to the Board for approval*

3. ANNUAL MEETING.

[**Secretary's Note:** A legal position regarding cancelling or postponing the annual meeting authored by CFA Legal Counsel John Randolph was provided in advance to the Board of Directors for review. It contains contractual references that are proprietary in nature, so it is not included verbatim with these minutes.]

Hannon: Kathy, annual meeting. **Calhoun:** Yes, annual meeting. OK. So I – we have had numerous conversations – well, I shouldn't say we, but Allene and John and probably Rich have had conversations with the venue. And it is my understanding, and anybody chime in if you would like, that because of the fact that we're in a pandemic we have been – from Helms Briscoe we have been given the indication that we will not be charged anything for the venue. That we will be able to step away from the contract. There's a couple things that I wanted to bring out in that regard that first of all, you know, our annual is not too far away. The location of the annual is – was in the very first hot spot of the coronavirus in the United States, not too close – not too far away from the – from the facility that had all of those deaths, and unfortunate – and that's

really very sad. It's in a very, very expensive location. We've been hearing from our constituents all over the country that the airline tickets are very, very expensive. So the combination of the fact that, you know, we are – we have a way of getting out of the contract. We have a location that's very expensive. We may have people that are very reluctant to travel given the corona, you know, virus situation. Also, with the expense. So I think we really need to consider canceling the annual or rescheduling the annual, whatever way we want to go so that we can make that decision sooner than later. And make sure, you know, in the effort to give our customers which are the attendees, and delegates and people that are going to spend money to do this as much notice as possible that this event is being canceled. And I think, John, you did – you had some conversations with the – with the New York attorney regarding the constitution and I believe that document was attached.

Randolph: Yes, I've put out a kind of a summary of what we have concluded on the legal side of things. It's not entirely clear, but that was sent out this afternoon. And I think it's pretty straight forward. If anybody has any questions, I'd be happy to answer them. **Calhoun:** I think also we are – I didn't mention, I think we may have a challenge even if we decide to have the annual with all of these things that are going on that we may not achieve a quorum. So that would be a great deal of money spent that, you know, that we wouldn't be able to have a meeting. And I fully understand that, you know, the awards, it's something that we need to figure out how that would be handled. But I think we really need to strongly consider either canceling or rescheduling the annual meeting this year. **Hannon:** My suggestion would be to start with a motion, and the motion would be that we not hold the annual as scheduled. We can discuss as a separate discussion whether we're going to cancel it period or whether going to reschedule. But just make a motion. **Calhoun:** So moved. **Mastin:** Second. **Hannon:** OK, now discussion.

Eigenhauser: Yes, I'd just like to say, you know, one of the problems we have is that there's a certain amount of lead time you need to do events like this. This isn't something that we can just wait until the beginning of June and see how it goes and decide then. We're going to have ballots going out soon, we're going to have delegates, you know, booking airfares. We're going to have a lot of people spending a lot of money or making plans in reliance of this. And we really need a decision before we get too deep in. I don't see the situation getting so much better by June that we would be able to hold the annual. As Kathy has already noted, we have people flying in from all over the world. There are flight restrictions in place. We don't know when they're going to be lifted. I think believing this is all going to be over by Easter is pretty optimistic. But even if it peaks by Easter, we have to make decisions now. I mean I forget when our first deadline is for getting things done. But it's in April, you know, for our meeting at the end of June. So we can't just keep waiting. The Olympics aren't going to go forward. I just got a notice earlier today that the HSUS conference at the end of the May has been canceled. I think we need to be in front of this and put our people first. You know, we don't want people to be traveling when the government is recommending people not travel for health and safety reasons. I think we need to do that and just take our lumps. And I think we need to do it now because the more we wait, the more problem it's going to be down the line.

Black: Yes, I had a question for Allene. And maybe Kathy can answer it also. So the hotel has said that we can get out of our contract. That is probably based on the situation that we find ourselves in today. If we wait until further into April and let's say things greatly improve in Washington State, but they're still pretty bad elsewhere, would the hotel still let us out of that

contract without any kind of penalties? **Hannon:** Well, what they told Allene was because our event tends to attract older people and we have people flying in from other countries that they would be more amenable to letting us out. **Black:** So there's no timeframe on it. OK, thank you. **Calhoun:** But to Kathy Black's point though, at this point in time this is – this is their position. There could be an edict that comes from, you know, high places in our government that says it's OK to go. That could change, and I think while we have this window where the venue is willing to work with us and let us out of the contract, that it would be in our best interest to be as proactive as we can and move forward.

Auth: So I don't – I have no opinion whether we cancel. However, and it – and referring to John's letter where he references the business judgment rule, we still have a constitution that, you've stated, John, and Anita agrees, that under the current circumstances, New York law will probably be flexible relative to postponing it or cancelling it. But we still have an obligation, via our constitution, that at a later time is not going to be influenced by the pandemic, and that is it's required to be in the Northwest Region. So if we say postpone this until October or something, and the pandemic is – has released itself enough, I believe our constitution requires us to still have it in the Northwest Region, because the business judgment rule, John, that you references, it makes sense to me, that it's the director's best judgment to postpone or cancel, but I don't think that best judgment rule applies to the – to the region and that part of our constitution. **Hannon:** So you're arguing in favor of cancelling in lieu of postponing? **Auth:** No, I'm not arguing for either postponing or cancelling or carrying it on. I just say that if we do postpone or cancel, that our obligation is, by our constitution, is to have it happen in the Northwest Region.

Randolph: Yes, this is John. Our constitution is very rigid on both points, and I'm not arguing with you, Mary. I don't know, you've got to apply the business judgment rule as it exists at the time the decision's made. And, yes, things could change. Obviously, the dates we can't change. We can't go back to the future after it's postponed, but, again, we looked at this, and I don't know what the answer is. I see your argument. I'm not going to argue against it. But, again, let me point out to everyone, there's got to be a challenge brought. I don't think we're going to see anybody bring an action against CFA in a court in New York to force it to hold the annual on the dates set forth. And I don't think they're going to bring a – an action to have it held in Washington if that's not a safe place to hold it. But the closer we can stay to the constitution, I think the better off we're going to be under the business judgment rule. And in what we've got in the constitution. It really does not have any flexibility, so we're kind of going outside the four corners of what's required to start with here.

Eigenhauser: One thing that I've been kind of bouncing around in my mind is that postponing means we're still doing the same thing. We're still having an annual meeting, we're just doing it at a later date. And so the constitutional restrictions on where may apply. If we cancel, and have a special meeting instead, the constitutional limitations on a special meeting are much less rigorous. We could have a special meeting at the International without offending the constitution. So I would prefer cancel rather than postpone and hold a special meeting in its place. But we're kind of in uncharted territory here because while New York may allow us a little flexibility, for our annual meeting, our constitution is very rigid. And so that's why I would prefer cancel and then hold a special meeting in its place.

Newkirk: OK. I'll give you my opinion on this. The annual has to be noticed between April the 28th and May the 8th. That's the 50- to 40-day range where the announcement has to be made. We have a meeting, I think, April the 14th, which is two weeks before the earliest that we could announce this. This coronavirus is going to go up and down. As we all know, it's really getting bad in New York right now. Spokane is on the eastern side of the state. Now, I realize that a lot of people that fly internationally are have to – going to travel through Seattle, which is where the main outbreak is. But we've got a couple weeks here just to sit back and watch and see what happens. And I would rather wait and make a decision at the April 14th teleconference, rather than doing it now when we've got a couple of weeks where things could change. It could get worse. But if it gets worse, then we're much more justified in cancelling it. We can't see into the future what the next two weeks are going to do. Nobody knows what this virus is going to do. And, I mean, it seems to be going up in the United States. We're third right now in number of cases, behind Italy and China. And this is – I mean, I've worked in the healthcare industry all my life. I've seen some bad crap in my life, but nothing like this. And it's very scary, but I think we have a couple of week window to wait and see. So my suggestion would be, let's wait and make the decision at the April 14th teleconference meeting.

P. Moser: OK. George what do you mean by having a special meeting? **Hannon:** The constitution allows for that. **P. Moser:** No, no, no. **Eigenhauser:** The constitution allows a special meeting to be held wherever we want, as opposed to being subject to the rules of the annual. **P. Moser:** No, I understand that. But, what I'm saying is, is that by holding that special meeting, are you suggesting that that special – at that special meeting, you do the awards banquet, and you do all of the things that we would have done at the annual? **Eigenhauser:** I'm not even thinking about the awards banquet, although certainly that would be a possibility. **P. Moser:** OK. **Eigenhauser:** But I'm thinking more along the lines of things like amendments and resolutions, the reports and presentations we do at the annual. **Hannon:** A lot of what we do in the morning is walking in place while the tellers are off counting the ballots. That won't be an issue after June because they're going to count the ballots in June. So if we do this at a later date, we can really focus on resolutions and amendments and maybe a couple of reports that are really important. You know, maybe the treasurer's report or something. But I don't think we need every committee to get up there and give their usual dog and pony show because we don't – we don't need to spend that time while the tellers are off site counting. **P. Moser:** OK. **Hannon:** So we could do, you know, an abbreviated annual at some other time in the – in the special meeting category. Do resolutions and amendments and a couple reports maybe. **P. Moser:** OK. I have a problem with that because, basically, all you're doing is moving the annual, is what you're going to do. And that being said, as Mary has stated, and it is in the constitution, that if you're going to do that, that's A-OK, but it needs to be in the Northwest Region. I don't think – **Hannon:** We're not having an annual in the Northwest Region if we cancel the annual. **P. Moser:** Well, I'm saying though, what you're going to do is you're going to move it. You're going to move the annual just to another place, which I don't know by calling it a special meeting, but it's still the same thing. **Hannon:** My suggestion is that we follow Darrell's recommendation, and put off this discussion until the April 14th board meeting. At that time, we'll have more information. You know, because we may decide in April we're going to hold the annual. Which, you know, Pam and Mary's concern is moot. **P. Moser:** OK. But I'd like to be included in those discussions, please, since it is in my region. **Hannon:** It'll be at a board meeting. **P. Moser:** Oh, OK. I thought you were going to have discussions prior. **Hannon:** No, no, no. We're going to do this at the April 14th board meeting, which is what Darrell suggested. Right, Darrell? **Newkirk:**

That's correct, Mark. **Hannon:** Yes, so everybody that's on the board would be involved. Is there any objection to postponing this discussion until the April board meeting?

Currle: Yes, a special meeting would really have nothing to do with the order of region. We could always just have a special meeting. If, depending upon what we decide, and then just pick-up Region 2 the following year, when everything is over with. And then we – we'll just –
Hannon: No, we've already got contracts though, Kenny. We've got hotel contracts in Region 3 the following year. Region 4 the year after that. **Currle:** Oh, OK. All right, you're right.
Hannon: We've got a contract in Houston. We've got a contract in Louisville. We've got a contract in – **Currle:** OK, then let's go back to what you suggested. Table it until the next meeting.

Newkirk: Can I make a motion that we table this until the April 14th board meeting?
Hannon: Sure. **Mastin:** Rich is here. **Hannon:** Are you seconding the motion? **Mastin:** Well, no, because I think you already have a motion on the floor. Kathy made a motion to cancel, didn't she? **Hannon:** OK. **Calhoun:** I did. **Newkirk:** But I made a motion to table, and it overrides the main motion. **Hannon:** Kathy, why don't you just make it simple and pull your motion? **Calhoun:** I just have one comment to make. That we need to be very, very cognizant of the health and safety and the – all of the things that are going on for our customers, and this is just one more outstanding thing. I don't think that we realistically think that this is going to dramatically change in two weeks. The science says it's going to be worse. But that being said, I will be – I will be willing to withdraw my motion, reluctantly. **Hannon:** Well then keep your motion, and we'll vote on his tabling, and we may vote it down.

Mastin: So, Darrell, I apologize, but I have to disagree with you, and I have to agree with George and Kathy. We have to make the decision sooner rather than later, and I think all we're doing is postponing the inevitable. I understand the CFA annual's important, but the situation that's in front of us right now, unfortunately, is more important, and we need to make a hard decision here, and we need to do it quickly. And postponing it three weeks is a disservice to all of our customers. It also puts us at risk, CFA corporate at risk, from a financial standpoint, whether the decision is to go ahead and have one and we can't do business because we don't have a quorum because people don't feel safe in going there. There are options after we cancel this, and one option is a special meeting, or another option is we just cancel the 2020 annual, and we continue doing business. We can still do the election. Awards can be distributed at the regional level. And if there's stuff that comes in, it comes in and we deal with it, or it waits until 2021. I don't want Kathy to pull her motion. I think we need to vote on this, and if it fails, then we allow Darrell to make his motion. **Eigenhauser:** Well, no, Darrell makes his motion first. **Hannon:** Yes, Darrell's is first. It overrides Kathy's. If Kathy doesn't pull her motion, we have to first vote on Darrell's motion, tabling. And if – and if we vote down tabling it, then we vote on Kathy's. Go ahead, Darrell. **Newkirk:** There's no one seconded it, so if it doesn't get a second, you don't vote on it. **Auth:** Mary seconds.

Hannon: All right, Mary seconded tabling the discussion until the April board morning. Is there any further discussion before we vote on tabling? All of those in favor of tabling – **Auth:** Yes, this Mary. I do have something I want to say. When we say to ourselves the reason we want to cancel it is because we care about the health of our exhibitors and our cat fancy, I would argue that if we really cared about the health of our exhibitors and cat fanciers, we probably shouldn't

have allowed the Crab & Mallet show to go forward, because we let people be at risk during that show. That's all. **Hannon:** OK. All of those in favor of tabling.

Hannon called the motion. **Motion Failed.** Auth, Newkirk, B. Moser and Schleissner voting yes.

Hannon: Any more discussion on Kathy's motion to cancel the annual? All those in favor of Kathy's motion.

Hannon called the motion. **Motion Carried.** Newkirk and Auth voting no. Schleissner abstained.

[from after Traditional Date discussion] **Krzanowski:** Can we go back to annual meetings for just a moment? **Hannon:** Sure. **Krzanowski:** I have a question. **Hannon:** Ask it. **Krzanowski:** What about delegate fees and submissions of delegate forms, as well as amendments and resolutions? Should we put something out to the clubs to address those two issues? **Hannon:** Why don't you make a motion? Your motion could be to put a freeze on accepting delegate forms. **Eigenhauser:** I don't think that's necessary. If we've passed a motion saying we're cancelling it, Central Office no longer has authority to accept delegate fees. **Hannon:** And they should return the ones they got? **Krzanowski:** OK. **Eigenhauser:** Right. **Hannon:** You're OK, Carol? **Krzanowski:** But when we make the announcement – yes, I'm good with that. When we make an announcement to the clubs that it's cancelled, can we include a statement about that? **Hannon:** So what's happening is, Kathy Black is doing her normal notes from the board meeting, and then later tonight or tomorrow, she'll put out a CFA news notice with it. And can you somehow highlight, Kathy, that the annual is cancelled and the impact that has? You know, the Central Office will be returning any delegate fees that have been – already been submitted. **Black:** I've already got that in there. **Krzanowski:** Thank you.

P. Moser: I'm glad we came back, because I had some issues. I did have some things I'd like to bring up. **Hannon:** OK. **P. Moser:** First of all, since this in my region, I'd like to be the one that announces it to my region before you guys do. I think that's only – would only be the right way to do it, but you might disagree with me. So I'd ask that you give me a little lead time so I could actually put out something to my region. **Hannon:** All right. Kathy, what I suggest you do, is you send me your notes. And I'll send it out as a CFA news notice. I'll have your notes as an attachment, but in the body of the notice, I'll highlight a couple of things like cancelling the annual. But I won't do it until – what's fair, tomorrow night, Pam? That gives you plenty of time? **P. Moser:** Yes, yes. Yes, that's fine. Thank you. I appreciate that. The other thing is we have, because we are now going to cancel the annual, we have incurred expenses from the annual, the region. You know, we've – have over \$3,000 in delegate bags. We're not going to be able to use them. A lot of people put a lot of time and work into those. So you know, who's going to cover our expenses? **Hannon:** Make a motion. **Mastin:** Yes, I think whatever expenses are incurred, we're going to have to – CFA's going to have to reimburse them. We're just going to require the same thing, receipts and documentation. What's important here is, we, the business CFA when I say we, there may be funds available to us through the government on any expenses incurred due to the cancellation. So we got to keep all – we got to track all this and keep it separate. **P. Moser:** OK. Thank you. Do I have to make a motion? **Hannon:** All right. Somebody should make a motion. I don't think we should just have a common understanding. **P.**

Moser: OK. Then I make a motion that expenses incurred by Region 2 due to the cancellation of the annual, that CFA will pay those expenses upon receipt from the region. **Currle:** Kenny will second that.

Eigenhauser: Can you modify that to say unreimbursed expenses? **P. Moser:** Sure. **Eigenhauser:** I mean, there may be some things that you paid that you can get your money back on. **P. Moser:** Sure, George. No problem. **Hannon:** OK. Any suggestions on the motion? **Calhoun:** Can I ask a question? So, Pam, you said you have delegate bags. Do you already have them in your possession? **P. Moser:** Yes, I do. **Calhoun:** I'm wondering if that might be something that CFA could use for another event. **Hannon:** Well, if CFA's paying for them, it's CFA's property. **P. Moser:** Yes. **Calhoun:** Well, no, we didn't say that – didn't say that. So let's, you know, it would be great because we might be able to repurpose them. **P. Moser:** Yes, I think – **Eigenhauser:** Maybe – we don't have to do it tonight, but maybe she could send us some pictures of those, and we can come up with some ideas of what to do with them, if there's any way to salvage something. **P. Moser:** Right. **Hannon:** All right. So the motion on the floor is to reimburse the region for any expenses that they incurred. **Eigenhauser:** Unreimbursed expenses. **Hannon:** Any more discussion? **Mastin:** Do we have a second? Is there a second? **Newkirk:** I seconded it.

Hannon called the motion. **Motion Carried.** P. Moser abstained.

[from end of meeting] **Anger:** Thank you. Throughout the call, since we talked about the annual, we've been saying we cancelled the annual, cancelled the annual. This may be semantics, but I just want to make sure I have the motion correct. What Kathy stated was, *Calhoun moved to not hold the annual as scheduled.* So I don't know if that – if calling it cancelled is the correct word, or am I misunderstanding that? **Hannon:** Kathy? **Calhoun:** That was the wording – not hold it as scheduled. I'd be more than happy to rephrase that, if that's appropriate, to cancelled. **Hannon:** Are we happy with changing the word of the motion to cancelling rather than not holding? **Eigenhauser:** I am. **Hannon:** The understanding we all had was that there was not going to be an annual on that weekend in June in that location.

4. PROTECTION OF TRADITIONAL SHOW DATES.

Hannon: Next item, protection of traditional show dates. **Calhoun:** Darrell, you asked for that to be on the agenda. You want to say something? **Newkirk:** Yes, I did. Yes. I got a couple of emails from people questioning whether their show dates were going to be protected if they were cancelled during this time. And so that's why I brought it up. And I would just like to make a motion that the traditional show dates that were affected by the cancellations, that those show dates be protected. **Eigenhauser:** Second.

Hannon: Any discussion? **Calhoun:** I have a question. The traditional show dates, aren't they held, you know, you can hold onto your traditional show date if you – you can – if the show is cancelled one year and you have it the following year, your traditional show date is protected, so I'm a little confused. **Hannon:** Right. **Newkirk:** Right, that's correct. **Hannon:** My assumption is what he's really saying is that when we resume shows, we continue to protect the traditional show dates. Right, Darrell? **Newkirk:** What I'm saying is, OK, if you had a show last year, and you were going to have a show this year on May the 8th and then you can't have it, that

would establish your traditional show date. But since you are not having the show, then you would lose out on that and you wouldn't be having it two years in a row. **Hannon:** OK.

Calhoun: Oh, OK. **Eigenhauser:** Yes, I think the best way to describe this is it's an excused absence. You know, you lose the show date by not using it, a traditional date. This won't count as having missed a date. **Black:** Yes, I've read this as two different ways. You're right what

Kathy Calhoun said. Your show date is protected as long as you have a show two years in a row, or two out of three years. I can't remember exactly how it reads. **Hannon:** No, it's two in a row.

Black: Two in a row, OK. So I agree, Darrell, if that was your first time to have a show on that date, and you can't have it the second show, you need to be protected. But I was also reading this that, you know, if we have clubs that are trying to push forward their contracts with the venues and the hotels, you know, some of these clubs are not able to go a full year. And so I've already had some clubs come to me and ask me what about this date, what about that date, and I think that we need to protect our traditional dates for those clubs. And as I was told by George, most of that is done – handled by the regional directors, trying to work those issues out with clubs trying to come in on a – on a traditional date for another club. So I think we can look at it two ways.

Either, the first way, like you said, if you weren't able to hold your second year in a row, then your date is protected. But also, even if you maybe didn't have a show last year but you had one the year before, then maybe that – and you're going to have one this year, maybe that should also be protected. **Calhoun:** Is this more about the establishment of a traditional show date? **Hannon:**

No, what – my understanding, Kathy, is that if you can't hold your second show in a row because of the cancellation that we imposed, that doesn't count against you. You understand what I'm saying, Kathy? **Calhoun:** I do. **Hannon:** In order to have a traditional date, you have to

have it two years in a row. What if you had the first year, but the second year was during the period that we cancelled? Does that mean you lose your traditional date? **Calhoun:** So what if you – but I thought Darrell's example was, let's say you have your – you planned your first show on May 8th, and then – in 2020. It got cancelled because we cancelled shows. The next year,

2021, you have a show on May 8th. Is this now your traditional date? **Hannon:** First year. Your first year, no. **Calhoun:** OK.

Hannon: Darrell, tell us what you intended. **Newkirk:** Well, my intention was, that if you had a show in '19 and you scheduled a show in '20, then that would establish your show date, your traditional show date. But you can't do it as [inaudible]. **Hannon:** All right. You did not cover what Kathy talked about. If your first date was during the cancelled period, and you hold it on that date the following year, you no longer – that does not create a traditional date, based on what you just said. **Newkirk:** Well, I wouldn't think, so but, I mean, I think there should be some latitude granted, if – had they licensed the show on that first date. I mean, I think – **Hannon:** Can't we just let the regional directors work out the exceptions? **Newkirk:** Yes. **Black:** I think so. **Newkirk:** That's why I made it a blanket motion to protect the show dates so the regional directors can work it out. **Hannon:** All right. All right.

Black: Darrell, can I offer a rephrasing? **Hannon:** Go ahead, Kathy. **Black:** Can we rephrase it, the requirement to qualify as a traditional date is not affected by the cancellation of shows? **Newkirk:** Well, I don't care how it's worded. I mean, that's essentially saying what I'm saying, but you're just using different words. It's semantics. I mean, I'll accept that if you want to make that as an amendment. **Black:** Well, if it – if it makes it clearer. If it doesn't, then that's fine. **Newkirk:** I just – I just – I wanted to make sure the traditional show dates that may be impacted by these cancellations were addressed not in a negatively – negative way against the

clubs. **Hannon:** Right. **Newkirk:** And the regional directors sort of set those show dates. We set the policy, but they could make exceptions then. And I'm happy however you want to word it. **Currle:** No, I think both sides of the cancellations can be worked out, and certainly let's protect them for the second date, and the regional directors can work it out the following year. We don't know right now. We can't speak for each club, regardless of the region, as to whether or not they intended to make that – this their first year and the second year going to be number two. I think the regional directors realize that there is – there could potentially be a problem, and we'll work it out. **Hannon:** OK. So let's work – let's vote on Darrell's motion as amended by Kathy. All those in favor.

Hannon called the motion. **Motion Carried.**

Hannon: All right. Are we ready to move on to the next item? **Newkirk:** I have one more thing. There was a thing about how the balloting was going to be handled. **Hannon:** Allene's worked with Nancy Dodds on this. **Tartaglia:** Yes, I had a discussion with Nancy Dodds. Did a draft proposal. What I'll do is send it out to all the board members so you can take a look at it. We're looking at having a centralized meeting with about three people from credentials within a three-to-four driving – hour driving distance, and a Central Office representative as well. Basically, follow the same procedures, it will just take a little bit longer. And we don't have all the details yet, but Nancy Dodds was in favor of that idea. **Newkirk:** OK. **Hannon:** And when would you do that? **Tartaglia:** After June 1st and before June 19th. If there's a specific date that is desired, we could try to do that depending on people's schedules. I know June 19th was mentioned, because that's a – the date that they normally would have been counted. We could shoot for that date. **Auth:** Well, so here's another constitutional problem here. The winners of the elections are supposed to be seated at the Sunday meeting. That's very specific also if I recall in the constitution. And so how are we going to accommodate that? **Hannon:** Could we not make it effective that Sunday as it would have been? **Auth:** Well, don't you have to have some official seating? Or swearing in? **Black:** I was going to ask the same question. Are we going to have a telephonic board meeting, or an in-person board meeting, even though the annual has been cancelled? If we have a telephonic board meeting, then seating the new officers, that may be covered, because telephonic are considered meetings in person since everybody has a chance to speak. So I was just going to suggest that, you know, since the whole thing's been cancelled, whether we get together or not, or whether we have a telephonic meeting, that might cover, you know, the seating of the new board. **Hannon:** All right. Here's what I propose. That on – if she has the ballots counted on Friday, that we have a board meeting, Thursday or Friday, it doesn't matter, as we normally would. And then, after the election results are announced on Saturday, on Sunday we have another board meeting with the new board, just as we normally would. And the President would make appointments, etc. Does that satisfy people, that we stick to the same dates, but it would be telephonic? **Newkirk:** Yes. **Eigenhauser:** Good idea. **Calhoun:** Yes. **Hannon:** OK. Allene will send us the proposal that she and Nancy Dodds have discussed. OK. Are we ready to move on?

5. CFA FOUNDATION RENT RELIEF.

Hannon: CFA Foundation, Kathy. **Calhoun:** Rich, this was one that you asked to have added to the agenda. **Mastin:** Yes, the Foundation is asking for rent relief during the mandated shutdown in the state of Ohio. My recommendation is that we do give them rent relief, which is a

waiver, not a postponement on rent or delay, it's a full waiver during the mandated shutdown. And they're – they would begin paying rent once the mandates are lifted, and if they had already paid for the month of March, that we prorate the month of March based on the date that they were shut down. That's my motion. **Eigenhauser:** I second. **Hannon:** Discussion?

Mastin: For purpose of knowing, the monthly rental fee that they pay is \$2,200 a month. **Calhoun:** So this – can I ask a question? **Hannon:** If it's quick. **Calhoun:** I just wanted to – this coincides with the Ohio mandate by the governor, and when that's lifted, this is lifted? **Mastin:** Yes, it could be mandated by the governor or the local mayor. **Calhoun:** OK. **Mastin:** They could be different depending on how things are. **Calhoun:** Alright.

Hannon called the motion. **Motion Carried.** Krzanowski and Calhoun abstained.

6. BUDGET REVIEW/APPROVAL PROCESS TIMING.

Calhoun: OK, so as you probably are aware, we have a tremendous amount of moving pieces this year that we need to account for, and many of these things we still need to make estimates on what the cost is going to be and how it's going to affect this year, and certainly whatever we're able to budget for next year. We're also waiting on the results on this coronavirus relief bill to see if there would be any applicable credits that CFA may be able to – or monies that CFA may be able to, you know, take advantage of. What we don't want to do is assume nothing and make dramatic cuts in the budget next year which may not be necessary. Rich and I have had lots of conversations, and what we're in the process of doing is, like, a three-month, six-month, nine-month assessment, but what does that look like? What do those periods look like over the next three, six, nine months so that we can have a better idea of what all this really means for CFA? So we are not going to be able to put together a budget. We would hopefully like to be able to do it before the fiscal year ends at the end of April. There's no guarantees. There's many, many moving pieces. We have to understand staff. There's just so many things that needs to be addressed. So I just wanted to communicate that to the board. As soon as we have a better handle on what's going on, particularly this coronavirus relief bill, we'll be – hopefully be able to put out a new schedule, and hope that the board understands. If, in fact, we don't get to this by the end of April, as we have in the past, as a matter of course, business goes on, and we would do it as soon as possible. So I just wanted to advise the board if there were questions. **Hannon:** Prior to 2010 or 2011, you would normally approve the budget at the June board meeting. **Calhoun:** Correct. **Hannon:** It was only the past decade that we've approved it in April before the fiscal year started. **Eigenhauser:** Yes, I just want to know, is the April budget meeting officially off calendar? **Hannon:** Yes. **Calhoun:** It is.

7. OTHER BUSINESS.

Hannon: All right. That's the end of the printed agenda. Does anybody else have anything they want to bring up before I say the meeting's adjourned? **Morgan:** So I'm assuming that in April we're going to talk about any adjustments to awards, etc., because that's certainly going to be a lot of what's going to come at us as a result of this meeting from people with questions. **Hannon:** So do we want to deal with that at – prior to the April board meeting? **Newkirk:** I have asked Kathy to put those things on the agenda, and she wrote me a private email and asked me to pre-notice them for the April meeting. All those things about decreasing

the point minimums, adjusting the divisional wins, adjusting grands of distinction, the possibility of extending the awards beyond 25, and the region of residence. Those were the five issues that people on my Facebook page – I put out a poll for them, and those – I got a bunch of feedback from them. And so those were the things that I wanted to bring up, especially the one about adjusting the point minimums. And I sent that – **Calhoun:** And I will – yes, and I did, and I think that those things are – we need to have proposals and give folks an opportunity to vet them. If the RDs need to talk to them, you know, regarding those changes or adjustments with their constituents. And just to make sure that, you know, we completely vet those. Those are big ideas, significant changes. We've had missteps when we've done things on the fly before. So I think, Rachel, you've probably planned to, maybe tomorrow or the next day, to ask for agenda items, so the ask would be, Darrell, that you, you know, put them on the agenda for the April meeting, and then – and then provide write-ups to explain what your proposals are so people can see those in advance. **Hannon:** Do we really need to wait three weeks or whatever it is to do that? **Newkirk:** No. **Hannon:** Can we have the meeting next Wednesday to discuss those types of items? **Calhoun:** I'm fine with that, so long as, you know, we have something to review in advance.

Currle: I think it's very important. This is what these people are really waiting for, some decision on [inaudible]. **Hannon:** I agree, but I don't think we're prepared to discuss it tonight. **Currle:** No, no, I'm not talking about it tonight. **Calhoun:** Right. **Hannon:** Right, but I agree with you. People want those answers, which is why I suggested maybe next week. **Currle:** I would go for a next week meeting. And I love starting at 8 o'clock. It's only 10:30 and we're almost done. So, yes. Next week's fine. **Eigenhauser:** If we can circulate a written proposal, then we can all look at it and say do we want to vote on this online immediately, or do we want to have a meeting to discuss it. **Currle:** We can do that, too. **Eigenhauser:** But the sooner we get some sort of a written proposal out, so that we all have a framework and a common language we're discussing, the sooner we can discuss it, whether it's by email, whether it's a special meeting, whether it's in April. I'm not married to any of them. I'd like to get this done as soon as possible, but step one is really having a proposal to work from, some sort of a framework for discussion. **Hannon:** All right, Darrell, are you prepared to pull something together for us, Darrell? **Newkirk:** Sure. Yes, I can.

Mastin: Yes, I'd encourage us to do all of this in an on-call meeting scheduled next Wednesday if Darrell can put it together. I'd prefer not to do it in an email. **Hannon:** Darrell, can you send us something, like, in the next couple of days, and then we would have a couple of days to look at them? **Newkirk:** I sent them out – I sent out the thing about the point minimums already, and then I sent out a couple of things about awards going beyond 25. And the grand of distinction, I mean, I – that's open for discussion, but, I mean, we need some adjustments because people were cut short. **Hannon:** Why don't you pull it all together in one document for us, with your proposals, and then we can discuss them and accept them or adjust them as the board feels appropriate? **Newkirk:** OK. **Hannon:** Is that a fair way to deal with it? **Newkirk:** Yes, that's fine. Yes. I'll do it. **Hannon:** OK.

Eigenhauser: Do we want to send copies of these to Mary K and to Monte for their input, since this kind of touches on their committees? **Newkirk:** Well, Mary K and I have already had discussions about the point minimums, and I don't think Monte was in on it, but I would include them with the email if you'd like? **Currle:** Yes. **Eigenhauser:** I think that would

be polite. **Newkirk:** OK. I'm happy to do that. **Hannon:** And let them know that, you know, that their input is welcome, and that you'll share their input with the board. **Newkirk:** Sure. Let's – yes absolutely. **Hannon:** I don't think we need to have them on the phone call. **Newkirk:** Yes, Mary K has been very active on my webpage, and so, you know, I mean, she's put a lot of stuff in. Her and I have had some agreements and a couple of disagreements, and – but can I bring up one other thing before we adjourn? **Hannon:** Sure. Sure.

Newkirk: I'm really, really concerned about the legality of us doing these email votes. And George today said he didn't mind waiting until April to ratify the motion that we did of cancelling the shows. I mean, those – I don't understand why we couldn't have added that onto the agenda tonight since we're meeting. And we already passed it. I mean, what does a single vote over two minutes take to ratify a motion that we did by online vote? **Hannon:** What's John's input on this? **Randolph:** George may want to add to this, but what we have tonight is a committee meeting as a whole, and actually, George had some comments on that this afternoon. We don't have a formally called board meeting tonight with notice being given in accordance with the constitution, so we're going to have to ratify our decisions that are made tonight and – at a – at a regular board meeting, the next one –s scheduled for April. And as well as the decisions that were made on the previous online discussion. **Hannon:** About the judges? **Randolph:** Yes. **Eigenhauser:** Yes. The thing I was going to say is, the constitution requires 30-days-notice for a legal meeting even by phone. There wasn't 30-days-notice for this meeting, so anything we do at this meeting is technically unofficial until we ratify it in April. **Newkirk:** Is that in the constitution? **Eigenhauser:** Yes. **Hannon:** Yes. **Black:** Well then, George, do we want all this to go out to – my notes to go out to everybody since they've not officially been voted on? **Hannon:** Yes. **Eigenhauser:** Yes, because we're going to ratify this all in April, and then it will retroactively be official. **Black:** OK. **Hannon:** Whenever we did the last board meeting, you sent out those notes, and we hadn't ratified stuff until in person, right? **Black:** Well, the last board meeting was in person, wasn't it? February, right. **Eigenhauser:** The point is, if Darrell really wants to, there's no harm in ratifying at this meeting, but since this meeting is unofficial and we have to ratify what we do at this meeting in April anyway, it's kind of theatre, but no real substance. **Hannon:** And I assume Darrell disagrees. **Auth:** Well, and, George, that would be the same thing that happens next week when we vote on point minimums and all of that stuff, so we're in the same conundrum. **Eigenhauser:** That's right. And so what we've done is ever since, you know, we started doing the email votes is that we have a gentleman's agreement that we will always ratify this at the next meeting, and then it will retroactively always have been legal. In legalese, there's a legal expression, *nunc pro tunc*, it's the legal term we use when we back-date things. And that's what we're essentially doing, is we're backdating our acceptance by validating it in the future so that it's valid today. **Hannon:** And you had an example earlier today of July 4th. **Eigenhauser:** Yes, I mean, most people don't know this, but the Continental Congress was unable to agree on whether to declare independence or not. And their procedure was so clumsy that they weren't getting anything done. So on July 1st, they went into a meeting as a committee as a whole, the committee in the whole, and on July 2nd, the Continental Congress voted to approve the Declaration of Independence. But then they had to ratify it on July 4th at their official meeting, to make it valid. So this country was founded on the very thing we're doing. **Currle:** George, I mean, how did you vote then, George? **Eigenhauser:** I was the abstention. There was one abstention in the committee of the whole, and I was the one abstention. **Newkirk:** We operate under board meetings, not the Continental Congress. **Eigenhauser:** No, but I'm just giving a well-known example of a committee of the whole. **Newkirk:** Well, I understand that

and I agree, but, you know what, there are – special meetings are covered in Robert’s rules, and it says that the – that the president directs the secretary to send out the time, the place, the purpose of the meeting, clearly and specifically describing the subject matter, the motions, or items of business to be brought up. **Hannon:** But we don’t follow Robert’s rules of order.

Eigenhauser: But our constitution takes precedence over Robert’s rules. **Hannon:** But I don’t think we follow Robert’s rules for board meetings. Just for the annual meeting. **Newkirk:** Where is it – well, Mark, come on. Any meeting, your – you want to go to court and say, oh, we don’t follow the rules of order? **Eigenhauser:** Yes, because they’re unofficial. Well, look, Darrell, our constitution, Article 7. **Newkirk:** Where is it? **Eigenhauser:** Executive board, section two, meetings. *The board shall meet from time-to-time and call a Chairman and ten members of the board. The call shall be mailed to each member of the board at least 30 days prior to the meeting.* **Newkirk:** OK.

Hannon: OK. I’m going to adjourn the meeting. Thank you, everybody. **Morgan:** One more thing. **Hannon:** Oh, god. What? **Morgan:** I just want confirmation that Central Office and I can send out – start sending out messages to judges about what we already voted on and approved for the airfare. **Hannon:** Yes. **Morgan:** Thank you.

P. Moser: This is Pam, just one thing. So, George, you’re quoting the constitution. So on other things, too, where I quote the constitution and I expect them to be followed also. Just making a point. **Hannon:** OK. Thank you for making the point. This meeting’s adjourned. Good night, everybody.

Meeting adjourned at 10:48 p.m. EST.

Respectfully submitted,
Rachel Anger, Secretary
The Cat Fanciers’ Association, Inc.