



New Mexico Independent Automobile Dealers Association

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30 March 2021

National Independent Automobile Dealers Association ("NIADA")
Attn: Henry Mullinax, Chairman of the Board of Directors
4621 South Cooper Street, Suite 131-524
Arlington, TX 767017

Via Certified U.S. Mail and Email

RE: Immediate Suspension of Agreement of Affiliation and 30 Day Notice of Termination

Dear Chairman Mullinax:

On 22 November 1999, NMIADA signed an "Agreement of Affiliation" (hereafter, "Agreement") which was countersigned by NIADA on 17 January 2000. This letter constitutes immediate suspension of the Agreement as permitted in Section II, Paragraph 6 and Section IX, Paragraph 2 due to NIADA's deliberate violations of this Agreement. This letter also serves as 30 day notice of termination of the Agreement under Section X, Paragraph 5.

NIADA's ongoing defaults under Section II

Section II of the Agreement requires that both parties offer immediate membership and payment for the other party's Association to all entities, both dealers and "entities that provide products and/or services to the used motor vehicle industry." The Agreement includes a requirement for each party to pay the other's membership fee within 10 days of the end of the month the entity becomes a member of the other Association.

Since the initial Agreement date, NMIADA has faithfully followed the requirements of Section II of the Agreement and submitted hundreds of thousands of dollars in payments to NIADA for both dealers and service entities. During the 21 year history of the Agreement, NMIADA has no records of NIADA ever paying NMIADA under the terms of Section II. This is despite NIADA collecting memberships and other fees totalling in the millions of dollars from numerous national entities that operate in NMIADA's region.

Specifically, Section II, Paragraph 3 states:

That, for any entity that [either party] accepts into its association as a member from the affiliated association's membership region, each will simultaneously offer the other association the option to accept such entity.

Further, Section II, Paragraph 5 states:

That NIADA, when membership payment is made directly to NIADA, will transmit the AFFILIATED ASSOCIATION portion of the member fees to AFFILIATED ASSOCIATION with transmittals postmarked not later than the tenth (10th) day of the month following the month of collection.

Over the last three years, NMIADA's Executive Director has spoken on numerous occasions to NIADA leadership, including with NIADA's President and CEO, Steve Jordan, on this subject. NIADA refused to consider its obligations under the Agreement, and indeed, forced NMIADA to continue paying membership fees for entities operating in NMIADA's region that were already members of NIADA.

Thus, in addition to failing to pay NMIADA for membership entities that operate within its region, NIADA has also extracted tens of thousands of dollars over the life of the contract for membership fees for entities that were/are already members of NIADA.

NIADA's ongoing default under Section VIII

NIADA has an obligation, under Section VIII, Paragraph 6, to "make every effort to coordinate the development, marketing and promotion of [member benefit] programs." NMIADA has no record of NIADA making any effort at all to follow this requirement during the entire term of the Agreement. In fact, NMIADA only learns of new NIADA member benefits programs when they are introduced publicly, if at all. As a consequence, NMIADA has never been offered the opportunity to participate in the creation, marketing and promotion of member benefits programs as required in the Agreement.

NIADA's defaults under Section IV

Section IV, Paragraph 2 acknowledges, "that a high priority purpose of NIADA is to represent dealers with respect to Federal/National legal, legislative and regulatory issues." Paragraph 3 states, "NIADA will take the lead role in setting and carrying out Federal/National policies." An on-going federal issue facing dealers is their obligations to buyers for vehicles subject to manufacturer's announced recall(s). Recently, a US Senator resubmitted a bill on this topic which led to a news article portraying used car dealers as intentionally selling unsafe vehicles to the public.

Instead of leading the way in defending the industry, NIADA chose to make no comment to the reporter and has refused to issue a statement or press release. In fact, NIADA asked NMIADA and other Associations to likewise make no comment. Despite the requests of numerous state affiliates,

NIADA continues to refuse to take any action as of the date of this letter. This is in violation of both the spirit and the letter of Section IV and Section VII, Paragraph 4.

Section VII, Paragraph 4 states:

NIADA has the prime responsibility for representing its members to the general public with information that is general in nature.

On November 16, 2020, NIADA's Chief Executive Officer sent a letter to the governor of New Mexico without contacting NMIADA, its Executive Committee, or its Executive Director. NMIADA did not request any assistance from NIADA, as required in Section IV, Paragraph 5 and were not even aware that a letter was being prepared by NIADA's top executive. To make matters worse, Mr. Voltmann purports in the letter to write "On behalf of NIADA and the New Mexico Independent Automobile Dealers Association..."

The unfortunate effect of Mr. Voltmann's ill-timed, poorly worded and tone-deaf missive was that the Governor's office immediately ceased the productive and on-going negotiation between Governor Lujan-Grisham, NMIADA and NMADA. Nothing in the letter comported with the message of our on-going conversations with the Governor's office, and the paragraph where Mr. Voltmann gives credit to business associations' communication with President Trump was especially harmful. This is a matter of utmost concern to NMIADA because NIADA's unrequested actions actively worked against the best interests of independent automobile dealers in New Mexico.

Section IV, Paragraph 5 states:

That local legislative and regulatory activities are the province and responsibility of AFFILIATED ASSOCIATION, however, NIADA may make provision to assist AFFILIATED ASSOCIATION in these matters if requested by AFFILIATED ASSOCIATION.

Next Steps

In summary, it is NMIADA's view that NIADA has defaulted under the Agreement since its inception. Instead of being a shared model, NIADA has used the state associations as their piggy bank – charging almost \$20 million for membership to state associations for the privilege of having NIADA market directly to our members without paying a nickel of those funds to all the state associations.

Clearly, NMIADA is of the view that most of NIADA's breaches of the Agreement as detailed in this letter are deliberate and not reasonably subject to challenge. Thus, NMIADA is invoking the provisions of Section IX, Paragraph 2 to immediately suspend the Affiliation Agreement while the above matters are addressed.

The Agreement calls for a 30 day period to resolve the issues identified in this notice. NMIADA would like to resolve these issues amicably with NIADA during that time. If no resolution is reached in that time frame, please be notified that NMIADA is invoking Section XII, Paragraph E and demanding binding arbitration as soon as possible after the expiration of the resolution period.

Any acceptable resolution will include the following:

- Repayment by NIADA to NMIADA of all funds sent to NIADA for membership of entities that were already members of NIADA on the date of payment during the term of the Agreement, plus reasonable interest from date of payment.
- Payment to NMIADA of membership fees collected by NIADA during the term of the Agreement from entities operating within NMIADA's region, plus reasonable interest.
- Negotiation of a new Agreement of Affiliation that properly shares NIADA membership, marketing and advertising revenue from national entities who operate in NMIADA's region.

Please contact our Executive Director, Marc Powell, as soon as possible to arrange for a negotiation time-line.

Very Truly Yours,

A handwritten signature in black ink that reads "Jeda Craddick". The signature is written in a cursive, flowing style.

Jeda Craddick
Chair, NMIADA

Encl

1. Agreement of Affiliation
2. Letter from Bob Voltmann to Governor Lujan-Grisham dated November 16, 2020

AGREEMENT OF AFFILIATION

The parties to this agreement, the National Independent Automobile Dealers Association, Inc., hereinafter known as "NIADA" and the NMNIADA, hereinafter known as "AFFILIATED ASSOCIATION", on the 22nd day of NOVEMBER, ~~2000~~ 1999, hereby agree to affiliate according to the following terms and conditions.

I. GENERAL

Both parties agree:

1. That this Agreement of Affiliation grants to AFFILIATED ASSOCIATION the franchise to recruit and develop NIADA association membership within the boundaries of the State(s) of NEW MEXICO;
2. that as used within this document, the masculine represents either or both genders and references to "affiliated association(s)" includes within its meaning "state", "multi-state", "regional" and/or "local" association(s) unless otherwise indicated;
3. that each will adhere to the NIADA Constitution and Bylaws in pursuit of their mutual objective to create a nationwide affiliation of entities whose primary purpose is to better serve their members;
4. to work together to develop strong state and national independent motor vehicle dealer associations in order to better serve the interests of the public and independent motor vehicle dealers;
5. to strive to maintain strong state and national legal, legislative and regulatory presence protecting independent motor vehicle dealers from unnecessary litigation, legislation and rule making, and promoting legislation which enhances the ability of independent motor vehicle dealers to serve the public fairly and honestly;
6. to develop and provide continuing educational opportunities; and,
7. to promote a positive image of the independent motor vehicle dealer and their role within the used motor vehicle industry as a whole;

II. MEMBERSHIP

Both parties agree:

1. That each is an association of independent motor vehicle dealers licensed to buy and sell used motor vehicles, and entities that provide products and/or services to the used motor vehicle industry;
2. to provide for membership promotion and retention in the best interests of both parties;
3. that, for any entity that it accepts into its association as a member from the affiliated association's membership region, each will simultaneously offer the other association the option to accept such entity as a member;
4. that AFFILIATED ASSOCIATION will collect both NIADA and AFFILIATED ASSOCIATION membership fees and that AFFILIATED ASSOCIATION will transmit the NIADA portion of the member fees to NIADA with transmittals postmarked not later than the tenth (10th) day of the month following the month of collection; and that failure to make such timely transmittals may subject AFFILIATED ASSOCIATION to late fees as follows: First offense \$100.00, second offense \$250.00, third offense \$500.00 in any given twelve (12) month period;
5. that NIADA, when membership payment is made directly to NIADA, will transmit the AFFILIATED ASSOCIATION portion of the member fees to AFFILIATED

- ASSOCIATION with transmittals postmarked not later than the tenth (10th) day of the month following the month of collection;
6. that failure of either party to timely submit transmittals in accordance with paragraphs 4 and 5 above will require the Board of Directors or Executive Committee of the offending party to be notified of the discrepancy. If the issue is not settled within 30 days, then the offended party will have grounds to begin termination of this Agreement;
 7. that NIADA will record the funds and member information and provide AFFILIATED ASSOCIATION with monthly records reflecting those members currently due, members dropped for nonpayment, and a current printout of all members of record;
 8. that NIADA will send each new or renewal member a membership package and a regular communication publication;
 9. that the master NIADA membership list shall be the sole property of NIADA; and,
 10. that AFFILIATED ASSOCIATION's membership list shall be the sole property of the AFFILIATED ASSOCIATION.

III. IDENTIFICATION PHRASES AND INSIGNIA

Both parties agree:

1. That the identifying phrase, "Independent Automobile Dealers Association," is the sole property of the collective body of dealers who are members of NIADA, including the dealer members of AFFILIATED ASSOCIATION;
2. That, except for those entities operating under the phrase "Independent Automobile Dealers Association" prior to November 24, 1998, only NIADA affiliated dealers and affiliated dealer associations shall have the rights and privileges to operate under the identifying phrase, "Independent Automobile Dealers Association;"
3. that the insignia (logo) of NIADA may be used by AFFILIATED ASSOCIATION when used in conjunction with the phrase "affiliated with," and that members may use the NIADA logo when used in conjunction with the phrase "member of" and that use in any other manner is prohibited without specific written authority;

IV. GOVERNMENT RELATIONS

Both parties agree:

1. That working to minimize governmental intrusion into the marketplace and activities of the member is a major reason for their existence;
2. that a high priority purpose of NIADA is to represent dealers with respect to Federal/National legal, legislative and regulatory issues;
3. that NIADA will take the lead role in setting and carrying out Federal/National policies;
4. that NIADA will keep AFFILIATED ASSOCIATION executive apprised of the status of these policies so that AFFILIATED ASSOCIATION will be in a position to keep members apprised of NIADA's activities and encourage members to be familiar with their respective congressmen and senators so as to provide a "grass roots" communication base for quick response when needed; and,
5. that local legislative and regulatory activities are the province and responsibility of AFFILIATED ASSOCIATION, however, NIADA may make provision to assist AFFILIATED ASSOCIATION in these matters if requested by AFFILIATED ASSOCIATION.

V. EDUCATION

Both parties agree that:

1. The provision of educational opportunities for the industry is one of their major responsibilities;
2. working together to achieve educational goals is critical to the success of both entities;
3. each party will coordinate their educational efforts one with the other and share information to minimize duplication of effort; and,
4. NIADA will assist AFFILIATED ASSOCIATION, when asked, to develop and pass legislation mandating continuing dealer education as a prerequisite to licensing;

VI. ADMINISTRATIVE TRAINING

Both parties agree that:

1. AFFILIATED ASSOCIATION Executive Directors new to the business of managing NIADA affiliated associations be provided the opportunity to attend, at NIADA's expense, training and orientation at NIADA regarding NIADA's operation, within thirty (30) days of employment;
2. AFFILIATED ASSOCIATION is encouraged to assume the cost of and require its Executive Director to attend at least 50% of all regularly scheduled State Executive Council meetings annually; and
3. it is in the best interest of both Associations that at least one AFFILIATED ASSOCIATION elected officer attend each NIADA Annual Meeting.

VII. COMMUNICATION

Both parties agree that:

1. Communication to their members and the public is essential for their goals and objectives to be achieved;
2. NIADA will place its emphasis on communications of interest and provide AFFILIATED ASSOCIATION's headquarters with timely and appropriate copy of such information;
3. AFFILIATED ASSOCIATION is responsible for reporting to NIADA any items that may be of interest to NIADA or other affiliated associations;
4. NIADA has the prime responsibility for representing its members to the general public with information that is general in nature;
5. AFFILIATED ASSOCIATION is responsible for development of communications directed to the general public on local issues;
6. each party will cooperate to maximize the impact of their respective communication efforts.
7. in order to maintain effective communication by and between the respective associations, each party will, at the execution of this agreement and within ten (10) working days of any change, provide the other party with a current; (a) copy of association Bylaws, (b) list of Executive Committee or Board of Director members with addresses and phone numbers, and (c) association address, phone number(s), fax number(s) and e-mail address, if available;
8. NIADA will, upon receipt of such information from AFFILIATED ASSOCIATION, correct its data base and provide, on a quarterly basis, a current listing of all affiliated association presidents and executive directors to the executive director and president of each affiliated association; and,

9. NIADA will, within ten (10) working days of the creation of or change in any of its committees, provide such information to the AFFILIATED ASSOCIATION's Executive Director and President.

VIII. MEMBER BENEFIT PROGRAMS

Both parties agree that:

1. Their primary goal in all their efforts is to benefit their dealer members;
2. each party to this agreement may develop programs that are beneficial to some or all of the member dealers;
3. in doing so, some programs may overlap and/or be in competition with each other;
4. many of these programs also contribute to the fiscal well being of one or both parties;
5. the survival of both parties is a benefit to their members as well as to the industry;
6. both parties may pursue promotion of their respective benefit programs within the other party's membership boundaries. However, both parties shall make every effort to coordinate the development, marketing and promotion of such programs in order to prevent mass duplication of efforts; and
7. both parties agree to adhere to the Antitrust Policy Statement of this document;

IX. AFFILIATION SUSPENSION

Both parties agree that:

1. Because of the vital importance of remaining affiliated, affiliation suspension will not occur prior to an opportunity being offered to remedy any violation of this agreement;
2. notwithstanding number 1 above, deliberate and uncontested violations of this agreement may result in immediate affiliation suspension by either party until such time as the violations can be remedied and grounds for suspension are resolved;
3. affiliation suspension shall result in a loss of any benefits that may accrue from either party to the other party unless and until affiliation is reinstated; and,
4. in the event the suspended association affiliation is not reinstated, termination shall occur in accordance with Article X. Terminations.

X. TERMINATIONS

Both parties agree that:

1. This agreement shall remain in full force and effect until canceled;
2. cancellation of this Agreement may occur when AFFILIATED ASSOCIATION's membership drops 75% below the AFFILIATED ASSOCIATION's previous 3 year membership average, with the remaining members becoming direct members of NIADA;
3. automatic cancellation of this Agreement will occur upon the demise of either party;
4. cancellation of affiliation by NIADA shall occur only after thirty (30) days written notice of opportunity for AFFILIATED ASSOCIATION to present its case to the NIADA Executive Committee and the Executive Committee voting to cancel affiliation;
5. cancellation of affiliation by AFFILIATED ASSOCIATION shall occur only after thirty (30) days written notice of opportunity for NIADA to present its case to the AFFILIATED ASSOCIATION's Board of Directors or Executive Committee and such Board of Directors and/or Executive Committee voting to cancel affiliation.

XI. ANTITRUST POLICY STATEMENT

Both parties agree that:

1. Each is organized to promote, develop and maintain the advancement of the independent motor vehicle dealer;
2. neither intends to nor will play any role in the competitive decisions of its members or their employees or in any way restrict the competition in any aspect of the independent motor vehicle industry;
3. each, through this statement of policy, makes clear its unequivocal support for the policy of competition served by the antitrust laws and its uncompromising intent to comply strictly in all respects with those laws;
4. it shall be the responsibility of the respective associations to ensure that every committee chairperson and association officer is aware of this policy and is adhered to in the course of activities pursued under their leadership;
5. it is not the role of either party to act as arbiter or judge of competitive conduct of industry members; and,
6. this statement of antitrust policy is not a mechanism through which one member should charge another member with an alleged illegal action.

XII. GENERAL CONDITIONS

A. Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the parties hereby consent and agree to the jurisdiction of the courts of the State of Texas in any action at law or in any action in equity relating to this Agreement.

B. Notices

All notices, consents, approvals or other notifications to be given or made under this Agreement shall be effected in writing by personal delivery or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated as of three (3) days from mailing. Mailed notices shall be addressed to the parties as their addresses appear below, but each party may change its address by written notice, in accordance with this section.

C. Non-Waiver of Rights

Failure of either party hereto to enforce any provisions of this Agreement, or any rights with respect thereto, or failure to exercise any election provided for herein shall in no way be considered to be a waiver of such provisions, rights or election, or in any way affect the validity of this Agreement. The failure of either party to exercise any of said provisions, rights or elections shall not preclude or prejudice such party from later enforcing or exercising the same or any other provisions, rights or elections which it may have under this Agreement.

D. Severability

If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

E. Arbitration

Upon the demand of either party to this Agreement, any dispute, claim or controversy arising out of or in connection with this Agreement shall be resolved by binding arbitration under the rules of the American Arbitration Association and judgment upon the award may be granted in any court having jurisdiction as set forth herein. Any arbitration under this Agreement shall take place in a mutually agreeable location, with each party being responsible for its own attorney fees and costs.

F. Amendment

No amendment, change, modification or alteration of the terms and conditions of this Agreement shall be binding upon either party, unless in writing and signed by the parties.

G. Titles

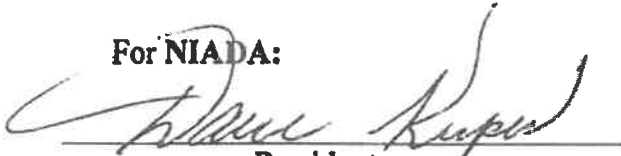
The titles used herein are for reference purposes only and are not to be given substantive meaning in interpreting this Agreement.

H. Entire Agreement

This Agreement contains the complete understanding of the parties with respect to the matters addressed herein, and supersedes all prior agreements, drafts, commitments, communications, discussions and undertakings with respect thereto.

XIII. APPROVED AND ACCEPTED

For NIADA:


President

Date: 14 Jan 2K.


Executive Vice President

Date: 1-17-00

Mailing Address:

2521 Brown Blvd.
Arlington, TX 76006-5203
Phone: 817-640-3838
Fax: 817-649-5866

For AFFILIATED ASSOCIATION


President

Date: 11/22/99


Executive Director

Date: 11/22/99

Mailing Address:

6513-A Lomas
ALBUQ., N.M. 87110
Phone: 505-232-0809
Fax: 505-232-0810



NATIONAL INDEPENDENT AUTOMOBILE DEALERS ASSOCIATION

November 16, 2020

Sent Via Email

The Honorable Michelle Lujan Grisham
Governor of New Mexico
New Mexico State Capitol
490 Old Santa Fe Trail, Room 400
Santa Fe, New Mexico 87501

Dear Governor Lujan Grisham:

Thank you for your efforts to keep the citizens of New Mexico safe as we continue to deal with the impact of COVID-19. Across the country, Americans are struggling, not only to stay safe, but also to keep their families fed and do their jobs. For most Americans, a car is essential as a place to live.

On behalf of the National Independent Automobile Dealers Association (NIADA) and the New Mexico Independent Automobile Dealers Association (NMIADA), I am writing to seek clarification regarding your announcement last Friday that the State will be entering a two-week shutdown to help control the spread of COVID-19 starting today, November 16 and extending until November 30. It is my understanding that the shutdown applies to "non-essential" businesses only including, for example, restaurants, gyms, and salons and not to "essential" businesses.

As you may know, automotive sales are considered an essential service during the COVID-19 pandemic pursuant to the "Advisory Memorandum On Identification Of Essential Critical Infrastructure Workers During COVID-19 Response" dated March 28 and released April 17 by the Department of Homeland Security's Cybersecurity and Infrastructure Security Agency (see link:

[https://www.cisa.gov/sites/default/files/publications/Version 3.0 CISA Guidance on Essential Critical Infrastructure Workers 1.pdf](https://www.cisa.gov/sites/default/files/publications/Version%203.0%20CISA%20Guidance%20on%20Essential%20Critical%20Infrastructure%20Workers%201.pdf)).

Please note, the guidelines include "workers critical to the manufacturing, distribution, sales, rental, leasing, repair, and maintenance of vehicles and other transportation equipment (including electric vehicle charging stations) and the supply chains that enable these operations to facilitate continuity of travel-related operations for essential workers."

This guideline was the direct result of efforts, including letters to President Trump and key Members of Congress to clarify that sales and leasing activities at dealerships are considered essential services, from various auto trade groups, including, but not limited to, the National Automobile Dealers Association, National Independent Automobile Dealers Association,

The Honorable Michelle Lujan Grisham
November 16, 2020
Page 2

National Auto Auction Alliance, American Truck Dealers, American International Automobile Dealers Association, National Association of Minority Automobile Dealers and the Alliance for Automotive Innovation.

Dealers have taken steps since mid-March to keep their employees and customers safe while serving their essential automotive needs. I ask you to trust the dealers and allow them to serve the needs of your citizens by clarifying that automobile dealers are essential service providers, per the U.S. Department of Homeland Security's guidelines, are not subject to the two-week shutdown.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Robert A. Voltmann", with a horizontal line extending to the right.

Robert A. Voltmann, CAE
Chief Executive Officer

cc Matt Garcia, Chief of Staff, Office of the Governor
Marc Powell, New Mexico Independent Automobile Dealers Association
James Santisteven, Zia Automotive and Zia Automotive Repair



NATIONAL INDEPENDENT AUTOMOBILE DEALERS ASSOCIATION

April 7, 2021

VIA EMAIL

Ms. Jeda Craddick
Chair, New Mexico Independent Automobile Dealers Association
C/O Auto Solution
5200 Alameda Boulevard, NE
Albuquerque, NM, 87113

Dear Ms. Craddick:

We hereby acknowledge receipt of your notice to terminate the affiliation agreement between NMIADA and NIADA. It is disappointing that the NMIADA Board of Directors has chosen this path rather than work with the NIADA Board and new staff leadership to chart a new future. We will not fight your decision. We do, however, refute the assertions you made. We will address these assertions and point out the new direction NIADA is taking.

The affiliation agreement has reciprocal requirements on the transmittal of dues received. Per the affiliation agreement, member lists are exchanged specifically to allow each entity to ensure compliance. Our records indicate that both NMIADA and NIADA have complied with the exchange requirement. Any allegation of non-compliance could have, and should have, been brought up each time membership lists were exchanged. Rather than some vague assertion that NIADA owes thousands of dollars to NMIADA, we ask that you provide specific incidences of NIADA's non-compliance for us to review.

Rather than specific membership issues, it appears that your assertion goes to the marketing, advertising, sponsorship, and exhibit agreements NIADA enters into with vendors. These agreements do not address membership dues and are, therefore, not subject to the affiliation agreement. We note that these agreements allow NIADA to operate on only \$60 per dealer in membership dues.

Regarding membership dues, we note that your notice to terminate refers to "paying NIADA \$60 per member." In fact, the affiliation agreement stipulates that NMIADA "collect" NIADA's dues at the time of billing. NMIADA is not "paying" NIADA, but transmitting NIADA dues owed to NIADA and collected for the convenience of the member. That NMIADA chooses not to identify NIADA dues on the invoice causes confusion.

We categorically deny your assertion that NIADA violated the affiliation agreement by writing to Governor Lujan Grisham without invitation. NIADA President Lou Tedeschi, CMD was contacted by Region IV Vice President James Santistevan to assist in New Mexico's fight to remain open under the federal Coronavirus Task Force guidelines. Marc Powell provided the email address for the Governor's aide, and Mr. Powell was copied on the emails. That the Governor's staff reacted in a hyper-partisan manner was no fault of NIADA's. Instead, it appears to be an attempt by Mr. Powell to shift blame to NIADA for his inability to keep New Mexico's used car dealers open.

We categorically deny that the decision not to comment on hypothetical legislation was an abandonment of NIADA's responsibility for federal advocacy under the affiliation agreement. It is standard practice for leading national associations not to comment on hypothetical legislation; in much the same way, car dealers do not quote prices on hypothetical cars. NIADA's strategy regarding recall legislation over the past several years has worked. Senator Blumenthal (D-OR) and Senator Markey (D-MA) recently introduced S. 376 (H.R. 1239 is the House Bill) which directs the General Accountability Office (GAO) to determine and report to Congress the number of vehicles used for ridesharing and taxi services in each state that have open recalls and to identify the reasons owners do not have vehicles with open recalls repaired, and make recommendations to Congress on how to improve the rate of recall repairs. The bill also directs the National Highway Traffic Safety Administration (NHTSA) to conduct a study and report to Congress on ways to make recall notices more effective and easier for all consumers to understand. This is a far cry from the bill introduced by Senator Blumenthal in the last Congress on which NIADA was asked to comment. Instead, the current bill offers us opportunities we have been asking for to tell our side of the recall story. We can, for example, push to have recalls classified as major and minor, something NIADA has been attempting to achieve for many years. We can talk about how regulations on the sale of vehicles with recalls would hurt not only dealers, but consumers as well. In addition, House Transportation and Infrastructure Chairman Peter DeFazio (D-OR)'s infrastructure bill does not contain either recall or GPS language. We are working with his staff to make sure they understand the situation and keep any recall or GPS amendments out of the bill.

For the first time, NIADA has both a chief executive officer with more than three decades of Washington, DC policy experience and a full-time, Washington, DC-based vice president of government affairs. Our vice president of government affairs most recently served in Secretary of Transportation Elaine Chao's office. Over the next two years, NIADA plans to add to our government affairs staff in Washington, DC to expand our advocacy on behalf of independent dealers. In addition, NIADA is working closely with NADA, NAAA, the US Chamber of Commerce, the Small Business Legislative Council, and other small business- and auto-related coalitions and organizations. The Board just approved launching a series of NIADA Coffees with Congress in which we will host coffees with leading Members of Congress and NIADA members within that Congressman's District. Instead of abandoning our federal advocacy responsibility, we are, in fact, expanding our efforts.

We are successfully moving forward. Allow us to point to recent actions taken by the NIADA Board and recent successes. At the end of October 2020, the Board hired a new chief executive officer with the intention of strengthening NIADA's relation with the states and moving the entire organization forward in service to the members. At the beginning of February 2021, the Board adopted the first written strategic plan for NIADA (copy attached). The plan is centered on the members, state affiliates, and consumers. The Board adopted the following vision statement: "A robust, ethical, and professional independent used vehicle market trusted by consumers." The Board revised the mission statement to, "Promote, educate, and advocate for ethical independent automobile dealers and their consumers."

The strategic plan has the following state-focused directional goals:

- to strengthen the states and create new revenue sources for them, with a goal of creating \$1.25 million in new revenue for the state affiliates by 2025.
- to change the tenor and tone of the organization to be more member/state focused

- to improve advocacy at both the federal and state level
- to increase membership to 23,000 by 2025
- to improve marketing and communication

The strategic plan adopted the following strategic goal, “NIADA will help improve the operations and reach of state affiliates” with specific objectives to accomplish the goal.

The Board and staff are already achieving these goals. At its meeting on April 1, the Board approved the purchase of lobbying software for use by NIADA and the states. That meeting ended at 3 pm. At 7 pm, the executive director of the Arizona affiliate called to see if NIADA could help Arizona members contact their state representatives the next day about a bill that was moving through the legislature. NIADA staff worked late into the night and early the next day to implement the new software and put it to work at 9 am in Arizona. In the words of Dave Warkentin, Arizona’s executive director:

We just used the service today and it kicks ass. Dealers get our eblast email letting them know about the issue, the dealer clicks the provided link and they are presented with a screen where they enter their address. Their legislator automatically populates and after they send the state provided form letter, they can choose to connect by phone with each legislator in their list and they are automatically connected. Talking points are provided for the phone call.

This is exactly the efficiencies of scale we need to look for in our relationship with the NIADA.

The software would cost each state \$12,000 if purchased on their own, NIADA is providing it free to affiliated states – a \$408,000 value to the affiliates.

Another recent success of the “new” NIADA involves damaging GPS legislation in Illinois. Through the action and coordination of NIADA and the Illinois affiliate, the legislator withdrew the bill from consideration.

NIADA was recently contacted by the executive director of the California affiliate regarding cross-sell data to be used for membership recruitment. In response, NIADA staff has begun the process of securing this data for all state affiliates – a \$120,000 value to the affiliates.

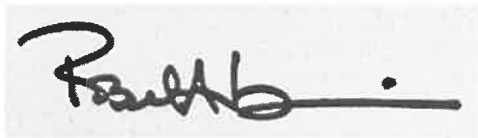
NIADA has increased the number and frequency of meetings between the Association Executives Council and NIADA staff as well as the Presidents Council with the NIADA Board. We have made the Regional Vice Presidents specifically responsible for maintaining contact with the affiliated associations in their region. The Regional Vice Presidents bring reports on their region back to the NIADA Board monthly.

We wish NMIADA would be a part of this success and new direction, and we remain hopeful that you will change your position. If, however, you choose to disaffiliate, we insist that you immediately cease all billing of NMIADA members to remove any mention of NIADA or the NIADA member benefit hub as NMIADA members will no longer have access to the NIADA logo or member benefits. We insist that you

notify all of your members, with proof to NIADA, that NMIADA is no longer affiliated with NIADA and, they will not have access to NIADA benefits, including discounts to the NIADA Convention this August. We insist that you immediately remove all NIADA logos and references from your website and elsewhere. We insist that you immediately reprint any stationery that contains the NIADA logo and provide proof of the new stationery. Since you seek to disaffiliate, we assume that you have factored these costs into your calculation and will, therefore, not be offended by our mention that failure to act on these requirements will result in legal action on our part. We note that nothing in the affiliation agreement prevents NIADA from forming a new association in New Mexico and contacting our former members in New Mexico; NIADA has every intention of doing so.

Should you wish to reconsider your decision and want to discuss it with NIADA, per the terms of the affiliation agreement, NIADA's president and its chief executive officer are willing to speak with the NMIADA Board of Directors either in person or virtually prior to the date of disaffiliation. We await your decision.

On behalf of the NIADA Board of Directors,

A handwritten signature in black ink, appearing to read "Robert A. Voltmann", followed by a horizontal line and a period.

Robert A. Voltmann, CAE
Chief Executive Officer

Attachment

CC: NMIADA Executive Director Marc Powell
NIADA Board of Directors
NIADA Association Executives Council
NIADA Presidents Council
NIADA Past Presidents Council
NIADA General Council Jeffrey Tenenbaum, ESQ



New Mexico Independent Automobile Dealers Association

604 Chama NE, Albuquerque, NM 87108
(505)232-0809 Fax (505)232-0810
www.nmiada.com

16 April 2021

National Independent Automobile Dealers Association, via Email

RE: Negotiation Proposal

Dear Mr. Voltmann

We are in receipt of your letter dated April 7, 2021. Our Affiliation Agreement outlines a conflict resolution process that begins with an attempt to negotiate around the issues raised, moving to binding arbitration if we are unable to come to resolution.

There were three primary issues that our initial letter outlined as points that require resolution under our Agreement. We propose three separate weekly ZOOM meetings, one focused on each subject. Given that all state Affiliation Agreements are essentially the same, these conversations should be open to other state Associations/stakeholders and recorded for those who cannot attend.

We suggest an initial meeting on Thursday, 29 April from 10 am – Noon MST to discuss the issue of requiring payment for national vendors that were already NIADA members.

The second meeting would be a week later on May 6th from 10 am – Noon MST to discuss the issue of whether National vendors who become sponsors at NIADA should have been paid as NMIADA members.

The third meeting would be on May 13th from 10 am – Noon MST to discuss potential approaches to a new Affiliation Agreement.

We hope that these conversations can result in a reasonable settlement to allow both organizations to move forward together. Please let us know if this approach will work for NIADA.

Sincerely,

Marc P. Powell
Executive Director



NATIONAL INDEPENDENT AUTOMOBILE DEALERS ASSOCIATION

4/23/2021

VIA EMAIL

Mr. Marc Powell
NMIADA Executive Director
604 Chama Street, NE
Albuquerque, NM, 87108

Dear Marc:

I am in receipt of your letter of April 16, 2021 regarding a negotiation proposal with respect to NIADA and NMIADA. In response:

First, your requests are rejected by NIADA.

Second, if NIADA does end up agreeing to a meeting with NMIADA, it will be a single meeting and there will be no third parties (e.g., other NIADA state association representatives) present. Any meeting will also be conducted on NIADA's Zoom account.

Third, NIADA repeats its request for a copy of the meeting minutes – and any correspondence to or from the board regarding the meeting – from NMIADA's most recent board meeting where the topic of NMIADA's disaffiliation from NIADA was discussed and voted on.

Finally, NIADA does not understand or agree with NMIADA's interpretation of the relevant documentation regarding NMIADA's affiliation with NIADA. We request a more robust explanation of your interpretation of these issues. Without further explanation by NMIADA with specific examples, any meeting with NMIADA will be less than productive.

We look forward to hearing back from you in a timely manner so that we have time to notify our paid members in your state of your disaffiliation plans.

Please note that if NMIADA chooses to proceed with its disaffiliation from NIADA – which you are certainly permitted to do – post-disaffiliation, NMIADA will be required to change its name (as it will no longer have a license to use the NIADA name, acronym or logo), will not be permitted to state or imply any affiliation with NIADA, and will be prohibited from using any intangible property of NIADA (e.g., membership lists, copyright material, trademarks, reference to NIADA's benefits hub).

Sincerely,

Robert Voltmann, CAE
Chief Executive Officer

cc NIADA Board of Directors
 Jeff Tenenbaum, Esq., NIADA General Counsel



NATIONAL INDEPENDENT AUTOMOBILE DEALERS ASSOCIATION

5/5/2021

VIA EMAIL

Ms. Jeda Craddick
Chair, New Mexico Independent Automobile Dealers Association

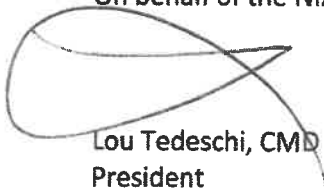
Dear Jeda:

As yet, NMIADA has not responded to NIADA's letter of April 23, 2021, we are saddened by this as we hoped the NMIADA Board would choose to engage with the NIADA Board to move forward together. We tried to engage with NMIADA privately, but your executive director chose to grandstand.

We are still ready to engage Board-to-Board in a constructive manner. To that end, we need specific examples of NMIADA's assertion that NIADA violated our affiliation agreement. We also need a copy of the legal minutes showing the details of the Board's vote to disaffiliate. This is a dealers' association, and we should be able to address our concerns dealer-to-dealer and do so privately and without staff. It is the Board, not staff, that has the legal duty and liability to act on behalf of the members. It is the Board, not staff that sets policy and direction. Attached is a memorandum I sent to the Presidents Council and Association Executives Council summarizing our progress to date. We urge the NMIADA Board to work with us to make the federation stronger.

If, however, NMIADA has decided to disaffiliate from NIADA, per our previous correspondence, we insist that NMIADA immediately change its name as it will no longer have a license to use the NIADA name, acronym or logo. You are not be permitted to state or imply any affiliation with NIADA, and will be prohibited from using any intangible property of NIADA (e.g., membership lists, copyright material, trademarks, reference to NIADA's benefits hub). NMIADA must immediately cease all billing of NMIADA members to remove any mention of NIADA or the NIADA member benefit hub as NMIADA members will no longer have access to the NIADA logo or member benefits. NMIADA must notify all of its members, with proof to NIADA, that NMIADA is no longer affiliated with NIADA and, they will not have access to NIADA benefits, including discounts to the NIADA Convention this August. NMIADA must immediately remove all NIADA logos and references from your website and elsewhere. NMIADA must reprint any stationery that contains the NIADA logo and provide proof of the new stationery. Failure to comply with these requirements will result in legal action by NIADA to enforce our rights and protect our service marks.

On behalf of the NIADA Board of Directors,



Lou Tedeschi, CMD
President

Memorandum

Date: May X, 2021
To: NIADA Presidents Council
NIADA Association Executives Council
From: Lou Tedeschi, CMD, NIADA President

RE: UPDATE

When the Board hired Bob Voltmann to be NIADA's new CEO at the end of October, we did so with change in mind. We knew that the relationship between NIADA and the states was broken and needed to be reset. Bob brought ideas for fixing the relationship and a willingness to work with the NIADA Board to implement the change we wanted.

In my seven months as President, we hired a new CEO. We established regular meetings with the Presidents Council, regular meetings with the AEC, and regular meetings with the Past Presidents. We made the NIADA Regional Vice Presidents responsible for being the liaisons between their regions and NIADA. We did this so that we could reset the relationship between NIADA and the states to be a partnership.

In Bob's six months as CEO, he reorganized the staff and hired new staff leaders to be more responsive to the members and the states. Bob has acted on complaints received from the states and addressed those complaints with the staff stating that the previous, "us versus them" attitude would no longer be tolerated. With the Board's urging, Bob and his new staff leadership team have instructed the staff to understand that NIADA exists to serve both the members and our state affiliates.

In these same six months, we adopted the first ever written strategic plan for NIADA, and we established key performance indicators to ensure that the plan is executed. The strategic plan has the following elements directly impacting the states:

- to change the tenor and tone of the organization to be more member/state focused
- to improve advocacy at both the federal and state level
- to strengthen the states and create new revenue sources for them, with a goal of creating \$1.25 million in new revenue for the state affiliates by 2025.
- to improve marketing and communication
- to increase membership to 23,000 by 2025
- help improve the operations and reach of state affiliates" with specific objectives to accomplish the goal.

While an organization like NIADA cannot be fixed overnight, we are making progress:

- action is being taken when complaints from the states are received.
- action is being taken as a result of more engagement arising from the Presidents Council, AEC, and Regional Vice Presidents meetings
- action is being taken in Washington, DC where, for the first time, we have full-time staff representation

- regular meetings being established between the Buy Here Pay Here Commission and the Consumer Financial Protection Bureau
- NIADA is now represented with a seat on the US Chamber's influential Committee of 100 trade association CEOs alongside with NADA's CEO
- we are part of a coalition to push for national, electronic registration documents
- we are part of a coalition to correct the used car import restrictions of the United States – Mexico – Canada – Free Trade Agreement
- we are part of a coalition to work against Cash for Clunkers 2
- we are part of a coalition working against tax changes that will hurt our dealers
- we are part of a coalition working to get an infrastructure bill
- action is being taken to make expressing our views to Congress and our state legislatures easier and more impactful through the purchase of One-Click Politics; which we then offered free to the states
- action is being taken to address curbstoning through the formation of a federal – state – industry task force
- action is being taken to address problems with the Certified Pre-Owned Program
- action is being taken to create a new website for NIADA so that it is easier for everyone to find the information they need
- action is being taken to create a new database that will be easier to use, with corrective actions being taken to ensure the data is correct
- action is being taken to add moderators and other changes are being made to make the 20-Groups program more accessible to more dealers
- action is being taken add service and accessories companies as exhibitors and speakers to help those dealers that already offer these services, and help others expand into these services
- action is being taken to prevent non-member dealers from speaking at the Convention
- action is being taken to change the way education at the Convention is offered, by having the Foundation and NIADA have direct input into the content and speakers – dealer education by dealers for dealers
- action is being taken with respect to exclusive contracts

While this list seems long, it is just the start of how we are working to change NIADA for the better. This is why we are saddened that the New Mexico association has chosen to disaffiliate. The NIADA Board disagreed with New Mexico's assertions, but we invited specific, constructive dialogue between the two Boards. We received no response. We asked for the minutes of the meeting showing the legal vote to disaffiliate. We did not receive them. We tried to lower the rhetoric and respond directly to New Mexico. They chose to send it far and wide. It appears that their executive director was more interested in grandstanding than working together for positive change.

NIADA is changing for the better. We know that most of you recognize this. The AEC has established a steering committee to work directly with NIADA staff, and Bob has pledged the full support and cooperation of our staff. Together, the staffs are:

- Working to develop national membership marketing materials to stop the decline in membership and get us growing again. The NIADA Board set a directional goal of having 23,000 members by the end of 2025. That's an increase of almost 10,000 net new members; a goal that is totally achievable – even beatable – if we all work together.
- The staffs are working on a shared national app rather than each state spending money to develop their own.

- The staffs are exploring the creation of a unified state – federal welcome packet, customized to each state, and issued by a third party. This will save us all money and improve the service to new members.
- The staffs are working together to develop strategies to improve the new member on-boarding process, member engagement process, and renewal process. We will take the best of what we are currently doing and the best from association experts to improve the experience for all of our members.
- The staffs will work together to develop the strategies to implement the strategic plan's goal of marketing NIADA members to our customers and identifying NIADA members on the used vehicle search engines used by our customers. Imagine NIADA dealers identified on the search engines consumers use with cogent reasons as to why they should care.
- There is no limit to what we can do together.

While family disputes are always difficult, we will preserve. We hope New Mexico will join us so we can move forward together.

I am open to any call or email (aspided@gmail.com 781-329-5144 x 208) if you want to discuss your concerns, and I know Bob (bob@niada.com 703-597-2141) is as well. Let's move forward together and leave the past behind us.



New Mexico Independent Automobile Dealers Association

604 Chama NE, Albuquerque, NM 87108
(505)232-0809 Fax (505)232-0810
www.nmiada.com

6 May 2021

National Independent Automobile Dealers Association, via Email

RE: Negotiation Proposal

Dear Mr. Voltmann

We are in receipt of your letter dated April 23, 2021 and your "Progress Report" dated today. The tone and content are unfortunate and inaccurate. This response letter comes less than two weeks since your last missive, and is reflective of NMIADA's deliberate approach to what is an important set of issues. Our hope was that we would be able to negotiate productively, but your current stance makes that unlikely. Our Affiliation Agreement calls for binding arbitration to resolve NMIADA's outstanding challenges to NIADA's performance under the Agreement. We now need to move to that phase of the conflict resolution as outlined in the Agreement.

The binding arbitration required in the contract should address the following claims by NMIADA:

1. That NIADA required NMIADA to pay membership fees for national vendor partners who were already members of the NIADA. Under the terms of the Affiliation Agreement, NMIADA was supposed to offer membership in NIADA, and all of the national vendors NMIADA paid for during the term of the Agreement were already members of NIADA either through NIADA directly or through their membership with another state. It is that simple. The complication is that NIADA's insistence means that these national members have been charged differing amounts for the same class of membership, which puts NIADA's tax exempt status as a 501(c)6 into jeopardy. We will be able to quantify this amount during the discovery phase of the arbitration both from NIADA records and the records of our national partners.
2. That NIADA required NMIADA to pay for all partners that were only sponsors and not members of NMIADA during the term of the Agreement. In fact, NIADA specifically rejected NMIADA's position that these were sponsors and not members and NIADA specifically denied that assertion and demanded membership payment for all sponsors. Given the structure of the Agreement, it is NMIADA's position that the same standard NIADA applied to NMIADA must also be applied to the sponsors that NIADA claims are not members. The consequence is that NIADA has failed to offer membership and forward payment under the same terms it demanded of NMIADA. Again, the amount NMIADA is owed will be revealed during the arbitration's discovery phase.

Because the Agreement is silent on what set of arbitration rules to apply, NMIADA proposes the use of the American Arbitration Association Rules and that we attempt to mutually agree on an Arbitrator. NMIADA's goal is to have the arbitration be completed as soon as possible.

Finally, it is worth noting the hostility, intimidation and transparency avoidance represented by your communiques with us and with the community regarding our dispute. In your first response, you say, "We note that nothing in the affiliation agreement prevents NIADA from forming a new association in New Mexico and contacting our former members in New Mexico; NIADA has every intention of doing so." This is not only an attempt to strong-arm NMIADA, but also reflects a disturbing lack of respect for member capital. Instead of investing in the growth of state associations that need the help, or opening offices in the 10 states that do not have an association, NIADA intends to spend a lot of member cash to open an office in New Mexico, one of the smallest states in the union and compete. To what end? To prove your dominance and deter other potentially dissatisfied Associations' from even considering challenging NIADA's control.

In your second response, you say, "...post-disaffiliation, NMIADA will be required to change its name (as it will no longer have a license to use the NIADA name, acronym or logo)..." The entire sentence is yet another attempt to intimidate NMIADA, and it suffers from a fatal flaw – it is dead wrong. I encourage you to have Mr. Tenenbaum explain to you the plain meaning of the following sentence from Section III, Paragraph 2 of our Affiliation Agreement: "That, except for those entities operating under the phrase "Independent Automobile Dealers Association" prior to November 23, 1998, only NIADA affiliated dealers and affiliated dealer associations shall have the rights and privileges to operate under the identifying phrase 'Independent Automobile Dealers Association...'" NMIADA was chartered with its name in 1962. We will be keeping it.

Finally, today's public missive was an attempt to mischaracterize NMIADA's actions to date. Transparency is not "grandstanding," particularly when all state IADAs are operating under almost identical Affiliation Agreements, which amount to contracts of adhesion. Further, NMIADA will appropriately share all documents, including meeting minutes, as required during the discovery phase of the arbitration.

Please let us know if you agree to using the American Arbitration Association's rules and how we might decide jointly on an appropriate arbitrator.

Sincerely,



Marc P. Powell
Executive Director



NATIONAL INDEPENDENT AUTOMOBILE DEALERS ASSOCIATION

May 12, 2021

VIA EMAIL

Mr. Mark P. Powell
Executive Director, New Mexico Independent Automobile Dealers Association

Dear Mr. Powell:

The NIADA Board of Directors has instructed me to convey to you and the NMIADA Board of Directors that the time for arbitration lapsed on April 30, 2021 when the affiliation agreement lapsed. It is unfortunate that NMIADA chose not to respond to NIADA's very clear request for specific issues and provide a copy of the minutes of the NMIADA Board meeting in which the vote to disaffiliate took place. If NMIADA hoped to "be able to negotiate productively," you would have responded in a timely manner and supplied the information requested; to date, you have failed to do so.

It is unfortunate that NMIADA chose to argue about past issues rather than focus on moving forward together with NIADA. If your real concern was associate dues, we point to item 4(f) of the NIADA Strategic Plan, which calls for the creation of a national associate member category. The Strategic Plan was adopted by the NIADA Board of Directors in February 2021.

The NIADA Board will welcome NMIADA back into the federation should the NMIADA Board request reaffiliation. Until such time, as of April 30, 2021, NMIADA is no longer part of the NIADA federation. As yet, NMIADA has failed to provide proof that it has removed all reference to NIADA from its website, etc. And, since NMIADA is no longer part of the federation, we insist that you immediately cease and desist from interfering with the operations of, and from defaming, NIADA and its affiliates.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Voltmann", is written over a light gray rectangular background.

Robert A. Voltmann, CAE
Chief Executive Officer

cc NIADA Board of Directors
 Jeffrey S. Tenenbaum, Esq., NIADA General Counsel



New Mexico Independent Automobile Dealers Association

604 Chama NE, Albuquerque, NM 87108
(505)232-0809 Fax (505)232-0810
www.nmiada.com

14 May 2021

National Independent Automobile Dealers Association, via Email
RE: Your letter dated 12 May 2021 refusing arbitration

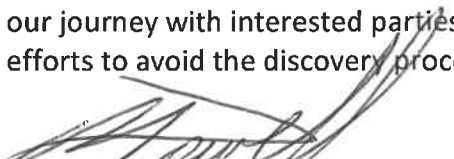
Dear Mr. Voltmann

We are in receipt of your letter dated May 12, 2021 refusing to participate in arbitration as required in our Affiliation Agreement. To refresh your memory, please refer to page 4 of 4 of our initial letter to NIADA on this subject dated 30 March 2021. In the first paragraph of page 4, Chair Craddick wrote: "...If no resolution is reached in that time frame, please be notified that NMIADA is invoking Section XXII, Paragraph E and demanding binding arbitration as soon as possible after the expiration of the resolution period." Thus, our demand for arbitration existed well before the arbitrary 30 April 2021 date created in your last letter. Arbitration is the most efficient and rapid resolution, and we are asking you, once again, to participate in arbitration as called for in our Affiliation Agreement.

For the record, NMIADA did not "choose to argue about past issues" as claimed in your letter. NMIADA Board of Directors has determined that it has a Fiduciary Responsibility to our membership to pursue what appear to be tens of thousands of dollars in overcharges and failed revenue sharing by NIADA. Our Board literally has no choice, given it's high duty of fiduciary responsibility, but to pursue a resolution to what is a long-standing series of contractual failures by NIADA.

You appear deeply concerned about whether NMIADA has removed NIADA references in our operations. We assume that you have already visited our website to assess whether this was the case, and remain unconvinced. In order to give you full comfort, NMIADA has added an affirmative statement of disaffiliation to our home page, so that there can be no confusion going forward. You are invited to go to our website any time, www.nmiada.com, to view the disaffiliation notice and ensure no NIADA logos or other references are included on our site.

Finally, you make the bizarre claim that NMIADA has been interfering with your operations and defaming the organization. In fact, NMIADA has practiced full transparency on a situation that affects all state organizations and all members of NIADA and NMIADA. We intend to continue that commitment to sharing our journey with interested parties in our industry, and will not be bullied by NIADA's increasingly strident efforts to avoid the discovery process and subsequent proof of NMIADA's contractual claims.



Marc P. Powell, Executive Director