



## **RULES OF OPERATION**

### **1. PURPOSE**

LawLinq, Inc. (“LawLinq”) is a private Lawyer Referral Service, which provides individuals assistance in finding high-skilled attorneys and mediators for specific legal needs. At LawLinq, we believe that every individual has a right to qualified, competent and experienced legal representation. LawLinq will facilitate access to pre-screened legal representation taking into consideration the type and complexity of the legal issue presented, a person’s financial circumstance, language, and geography. LawLinq is committed to referring leads to high-skilled legal professionals in various legal practice areas. LawLinq will provide referrals with when and where to seek legal services, the contact information for experienced attorneys, access to legal representation for Modest Means individuals, and the names and contact information for non-profit organizations, and consumer and government agencies when doing so is in the best interest of the individual.

### **2. ORGANIZATION & ADMINISTRATION**

2.1 LawLinq is a private service and shall operate under the guidelines of Title 3. Programs and Services, Division 5. Providers of Programs and Services. Lawyer Referral Services, effective January 21, 2014 (hereinafter “Title 3”).

2.2 LawLinq shall be administered by a Governing Committee and by personnel employed or appointed by the Governing Committee in accordance with its Articles of Incorporation, By-Laws and these Rules of Operation.

2.3 LawLinq shall place referrals with member attorneys by utilizing a fair and sequential rotation.

2.4 While placing referrals, LawLinq will not discriminate on the basis of race, sex, age, religious affiliation, national origin, ancestry, sexual orientation, disability, medical condition, marital status, political affiliation or veteran status.

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2.5 LawLinq shall be comprised of the following separate parts: (1) Staff personnel who process the requests for legal assistance, refer prospective clients to member attorneys, and operate the service; (2) Panel member attorneys who provide legal assistance; and (3) the Governing Committee, who shall oversee the administration of the LRS as may be deemed appropriate.

2.6 LawLinq shall provide to each client referred to a member attorney, an address and telephone number in his or her county to which complaints about the Lawyer Referral Service or its attorneys may be directed, and shall inform clients that any unresolved complaints should be addressed to the State Bar of California.

2.7 LawLinq shall not be principally operated by telephone answering service or device.

2.8 The staff persons making the referrals will not be an employee of any attorney to whom the referrals are made.

2.9 LawLinq shall maintain accurate and complete records of its operation, including, but not limited to the following information:

(a) The name, address and pertinent qualifications of each panel member and the number and types of matters referred to each panel member;

(b) The name, address and type of matter presented by each client referred, the name of the panel member to whom the referral was made, and the date the referral was made;

(c) Status/disposition information for each client referred to a member attorney, including the status or disposition of the case and the total fees charged by the member attorney.

2.10 LawLinq shall maintain one or more subject matter panels as are necessary to effectively and efficiently serve client needs. The nature of the subject matter panels will be determined by the Managing Director.

2.11 All communications, deliberations, and records of LawLinq shall be confidential. However, LawLinq may report to the State Bar of California any violation by a member attorney of these Rules, or any possible violation of the State Bar Act or the Rules of Professional Conduct.

2.12 Any confidentiality agreement entered into between a client referred through LawLinq and an opposing party in connection with the settlement of a case shall make provision

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for disclosure of the settlement terms to LawLinq, which shall hold the terms of the settlement confidential.

### **3. GOVERNING COMMITTEE**

3.1 LawLinq shall be supervised in its operation by the Governing Committee. The Governing Committee shall consist of a minimum of three (3) members, having the authority to make decisions necessary to operate the Lawyer Referral Service. One of the members of the Governing Committee shall serve as the Managing Director.

3.2 At least fifty percent (50%) of the Governing Committee shall be active members of the State Bar of California and at least fifty percent (50%) of the Governing Committee shall not receive referrals from the Lawyer Referral Service. The Governing Committee shall meet at least quarterly.

3.3 The Managing Director shall review the annual report submitted by the Lawyer Referral Service and shall conduct and annually review the results of a random sampling of at least 10% of the clients referred to member attorneys as to the client's satisfaction with the attorney's handling of the case and whether the client felt the fee charged was reasonable. Based on its review, the Managing Director shall make such alterations to the operation of the Lawyer Referral Service as it deems necessary.

3.4 The Managing Director shall prepare and file an annual report with the State Bar, which report shall include LawLinq's operating records, a detailed accounting of income and expenses, and the number of cases sampled with the results of the random sampling of at least 10% of the clients referred to member attorneys.

3.5 LawLinq shall not be owned or operated, directly or indirectly, or in part by Lawyers that receive more than twenty percent (20%) of the referrals.

### **4. MEMBERSHIP REQUIREMENTS**

4.1 Membership shall be open to any attorney in good standing of the State Bar of California who is actively engaged in the practice of law and who satisfies the LawLinq application requirements.

4.2 There shall be a minimum of twenty (20) attorney members to whom referrals may be made, at least ten (10) of which shall be from separate and independent law firms.

4.3 Each applicant accepted for membership agrees to carry at the time of application and throughout the entire membership period(s), a policy of errors and omissions insurance in an amount not less than \$100,000 for each single occurrence and \$300,000 aggregate per year. The member attorney agrees to provide LawLinq with a copy of the policy each time it is renewed.

The member attorney further agrees to inform LawLinq immediately upon termination or cancellation of such policy, and in any event no later than fourteen (14) days from the date of such termination or cancellation of the policy.

4.4 Member attorneys shall be provided with a copy of these Rules and Title 3, and shall abide them;

4.5 Each applicant shall, together with his or her application, remit the annual fee for membership in LawLinq, which annual fee will be determined by the subject matter panel(s) for which the applicant requests referrals. LawLinq will not refund all or part of any membership fee.

4.6 Applications shall be reviewed by the Staff for qualification, and recommendations for admission/rejection and assignment to panels shall be made to the Managing Director.

4.7 Each applicant for membership in the Lawyer Referral Service shall complete an electronic application/agreement. Each applicant accepted for membership agrees to the following:

(a) Abide by these Rules as amended from time to time, the Rules of Professional Conduct, Title 3, and any rules relative to Lawyer Referral Services adopted by the State Bar of California, the California Supreme Court and/or the State Legislature;

(b) Certify that he/she (i) is a Member of the State Bar of California in good standing; (ii) has not been convicted of any crime involving moral turpitude, (iii) has not been disciplined by the State Bar of California or any other governmental licensing agency, and (iv) has not been involuntarily removed from this or any other Lawyer Referral Service within the immediately preceding two (2) years and to immediately inform LawLinq of any change in (i), (ii), (iii), or (iv).;

(c) Comply with the minimum standards of experience and knowledge as established by LawLinq for each subject matter panel in which he or she wishes to receive referrals;

(d) Provide LawLinq or to any client all information necessary to confirm the member attorney meets the criteria in the Subject Panel Statement of Qualifications for all panels that the member attorney requests or accepts referrals;

(e) Provide LawLinq, in a timely manner, all information requested by LawLinq regarding the status of any referred case, client or matter;

(f) Allow LawLinq, without notice, to contact and communicate with any client or prospective client referred to the member attorney at any time, on all matters, and to use any obtained information for promotional or other purposes;

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(g) Disclose to LawLinq, pursuant to California Civil Code Section 43.95, the nature of any pending or completed disciplinary proceeding or any disciplinary action taken by the State Bar of California or the lawyer-licensing agency of any other state against the member attorney. Each member attorney shall have an affirmative duty to disclose, in writing, any such pending or completed disciplinary proceeding or action to LawLinq within ten (10) days' notice thereof;

(h) Have an office and work in a clean and professional environment;

(i) Personally grant one half-hour consultation to clients referred by LawLinq at no charge to the client;

(j) Remit in a timely manner all fees due LawLinq including but not limited to twenty-five percent (25%) of all attorney's fees collected for regular LRS panels and ten percent (10%) of all attorney's fees collected for Modest Means panels for all services rendered beyond the initial consultation with the applicable form within thirty (30) days of the date received, annual membership dues, forwarding fees, and/or other administrative fees.

(k) To charge for services in an amount or upon a basis agreed upon in writing with the client in advance of providing such services. The attorney's fees shall be reasonable and not increase beyond that which he or she would normally pay, or result in a decrease of the quantity or quality of services, which he or she would otherwise receive absent the involvement of LawLinq;

(l) Pay interest at the rate of 10% per annum on all amounts past due and owing to LawLinq;

(m) Pay the costs and expenses, including reasonable attorney's fees, incurred by LawLinq in any action or proceeding brought to enforce these Rules against the member attorney or to collect amounts due to LawLinq from the member attorney;

(n) Complete and submit reports as may, from time to time, be required by LawLinq within the applicable time frame;

(o) Upon non-compliance with any LawLinq or State Bar rules, the LawLinq Governing Committee may report any such non-compliance to the State Bar of California;

(p) Not send out any client(s) referred by LawLinq to any agency, attorney or organization other than LawLinq without LawLinq's prior written consent;

(q) Waive any and all claims against and indemnify and hold LawLinq, its agents, employees, representatives, officers, investors, volunteers or members harmless from any liability or loss whatsoever arising from or in connection with any client referred by LawLinq, the operation of LawLinq, or the use of information contained in the attorney application.

(r) To assume the risk of unknown claims and waive the provisions stipulated per Civil Code Section 1542;

(s) Notify LawLinq if at any point while the application is pending or after its approval of (i) any untrue or inaccurate statement(s); (ii) any allegation of professional misconduct; or (iii) any circumstance that will make the attorney or applicant ineligible to accept referrals;

(t) Waive confidentiality for the State Bar of California to notify LawLinq of the status of any disciplinary proceeding pending against the attorney.

## **5. SUBJECT MATTER PANELS**

5.1 Any attorney in good standing with the State Bar of California who is actively engaged in the practice of law may apply for one or more subject matter panels in his or her geographic area.

5.2 In order to qualify as a panel member attorney, one of the following criteria must apply:

- (a) The attorney must be a Certified Specialist in the subject matter panel; or
- (b) The attorney must have practiced in the subject matter panel area for at least two (2) years and must also have completed at least six (6) hours of continuing legal education in that practice area within the past two (2) years.

5.3 If the attorney does not meet the criteria outlined in 5.2, the attorney must have completed at least six (6) hours of continuing legal education in the subject matter panel for each year of practice or the attorney must associate with or professionally consult with another attorney who meets the criteria in Section 5.2 and who is a current LawLinq panel attorney on the subject matter panel. Any such association or professional consulting agreement must be memorialized in writing and approved by LawLinq.

5.4 The eligibility and approval of panel attorneys shall be determined by the Managing Director. The Managing Director shall determine standards and procedures for determining the qualifications for membership.

5.5 The Managing Director shall establish the annual dues for each subject matter panel. The fee(s) shall be non-refundable upon application approval or membership renewal.

5.6 LawLinq shall have at least one (1) or more subject matter panel(s) with each panel having a minimum of four (4) members.

## **6. REFERRAL & REPORTING PROCEDURES**

6.1 LawLinq shall assign cases on a rotation basis among the member attorneys in each respective subject matter panel. The criteria that will be used to match clients with member attorneys will consist of the: (i) legal issue presented; (ii) language needs; and (iii) geographical convenience.

6.2 LawLinq's method of assignment shall maintain a fair, impartial and adequate rotation of the participating member attorneys and may be departed from only where special circumstances appear to so warrant. Such special circumstances may include, but are not limited to the following: financial circumstance of the client, geographical convenience, degree of difficulty of the legal issue presented, and language needs of the client.

6.3 LawLinq shall not operate so that all referral from a specific geographical area are made to only one lawyer or law firm.

6.4 When a potential client calls LawLinq or submits an online inquiry, LawLinq's staff ("Staff") will conduct an intake and identify the type of case the potential client needs assistance with, any language preference he or she may have, and his or her location. Staff will match this information with member attorneys in the LawLinq database. Staff will refer the potential client to the member attorney at the top of the list. If the client agrees with the location of the registered panel attorney, a referral will be made. The attorney chosen will then be rotated to the bottom of the list. If the client is not satisfied with the geographical location of the chosen attorney, Staff will refer the potential client to the next attorney on the list. This process will be repeated until the referral meets the needs of the client.

6.5 If the panel attorney to whom a client is referred elects not to accept a referral, the attorney shall not refer the client to another attorney. Rather, the attorney shall refer the client back to LawLinq for referral to another member attorney.

6.6 No referral shall be made or refused on the basis of race, color, sex, age, religion, national origin, ancestry, sexual orientation, disability, medical condition, marital status, political affiliation or veteran status.

6.7 All clients shall be referred to a member attorney rather than to the member attorney's office. However, a member attorney may transfer a referral to an attorney within the member attorney's office as long as such attorney is or becomes a member of LawLinq prior to rendering services to the client.

6.8 If after undertaking representation of a Client referred by LawLinq, a member attorney determines in good faith that the client's best interested would be better served by associating in another attorney, the member attorney shall consult with and obtain approval from LawLinq before associating or retaining such counsel. If LawLinq approves such counsel, the

member attorney shall be responsible for all fees and costs owed to LawLinq, all reports due, and all information required as described in these Rules. Any such association must be memorialized in writing and approved by LawLinq.

6.9 If a referral is made, the member attorney shall grant a one-half (1/2) hour consultation to the referral. The member attorney is not obligated to render services without compensation from a client beyond this initial consultation. If there is no further work to be performed beyond the initial consultation or if the member attorney is unable or unwilling to provide services beyond the initial consultation, the member attorney shall confirm such facts in writing to the client and provide a copy of any such writing to LawLinq.

6.10 If a panel attorney is unavailable for an extended or undetermined duration, he or she shall notify LawLinq immediately. LawLinq may, at its discretion, place that member attorney's account on hold until further notice from the member attorney. If a panel attorney is consistently unavailable or should a panel attorney refuse to make or keep appointments with LawLinq referrals, his or her name may be removed from the panel after notification is provided.

6.11 It is the responsibility of each member attorney to determine if a conflict exists that would preclude his or her representation of a referral. If such a conflict does exist, the member attorney shall notify LawLinq immediately. LawLinq shall then refer the client to the next panel attorney in rotation.

6.12 Within two (2) days of the initial interview with the referral, the member attorney shall notify LawLinq of the status of the referral.

6.13 The member attorney shall provide monthly status reports on forms provided by LawLinq. Such forms shall include information regarding the status of all matters referred to the attorney, the attorney fees earned, and the disposition of the case. The member attorney shall complete the report and submit the referral fees due and all documents in support thereof within thirty (30) days of receipt of the report. Failure of the member attorney to provide such information and fees shall be grounds for suspension or termination from LawLinq.

6.14 LawLinq may, at its discretion, audit the records of its member attorney that concern matters referred by LawLinq. Upon request of LawLinq, the member attorney shall make available for audit all files, records, accounts, ledgers and any other records related to LawLinq or any matter referred by LawLinq. Failure of a member attorney to comply with the request of LawLinq to inspect such records shall be grounds for removal from LawLinq.

## **7. ADMINISTRATIVE RECORDS**

7.1 LawLinq shall maintain records of its operation including, but not limited to the following:

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- (a) The name, address and pertinent qualifications of each member attorney;
- (b) The number and types of matters referred to each member attorney;
- (c) The name, address and type of matter presented by each referral;
- (d) The name of the member attorney to whom the referral was made and the date the referral was made;
- (e) The total fee charged as reported by the member attorney, the total fees that LawLinq requires of its member attorneys, including but not limited to membership fees, referral or consultation fees, forwarding fees or other miscellaneous fees paid by the member attorney to LawLinq.

7.2 The aforementioned records shall be available for inspection by the Governing Committee, the Executive Board, and qualified representatives of the State Bar of California, at all reasonable times, but shall otherwise be treated as confidential.

## **8. FEES AND COLLECTION**

8.1 The member attorney shall provide a free one-half hour initial consultation to the referral.

8.2 For professional services rendered beyond the initial consultation, attorney fees shall be set forth in writing between the client and attorney.

8.3 If the member attorney provides services beyond the initial consultation, he or she shall pay to LawLinq a referral fee of twenty-five percent (25%) for regular LRS panels and ten percent (10%) for Modest Means panels of all attorneys fees, less costs, received by the member attorney in connection with any of the following:

- (a) The matter considered at the initial consultation;
- (b) Any matter arising out of the same facts, transactions or circumstances of the matter considered at the initial consultation; or
- (c) Any matter, apart from the matter considered at the initial consultation, which originates from meeting the referral at the initial consultation.

8.4 The member attorney shall disclose to the client that the member attorney is obligated to pay a referral fee to LawLinq.

8.5 Each member attorney agrees to the following:

(a) Report monthly to LawLinq the status, disposition and attorney fees earned for all referred cases;

(b) Remit payment to LawLinq in the amount of 25% of the total attorneys fees that arise out of a referral, in accordance with Section 7.2 hereinabove, within thirty (30) days of receipt of any attorneys fees;

(c) Pay interest at the maximum legal rate on any percentage fees not received by LawLinq within sixty (60) days of receipt by the attorney of payment of attorneys fees;

(d) Not increase, either directly or indirectly, the attorneys fees charged to any client referred by LawLinq in order to cover any fees or costs the member attorney owes to LawLinq. Such practice is specifically prohibited by law, including by *Business & Professions Code* §6155(a)(2);

(e) Be personally responsible for all fees and costs due to LawLinq related to any client or matter referred by LawLinq in accordance with Section 7.3 hereinabove.

## **9. INDEMNIFICATION & ENFORCEMENT OF RULES**

9.1 Each member attorney agrees to the following:

(a) Submit any dispute concerning fees owed LawLinq, regardless of when the dispute arises, to binding arbitration by JAMS or such other independent arbitration service. Each party shall waive the statute of limitations as a defense in the arbitration proceeding if the commencement date of the arbitration is prior the expiration of the statute of limitations;

(b) Waive any and all claims against LawLinq its officers, directors, agents, and employees for any and all liability or loss arising out the of operation of LawLinq or the referral of clients through the service;

(c) Indemnify and hold harmless LawLinq, its officers, directors, agents and employees from any and all claims, demands, actions, liabilities, expenses, or losses arising out of or related to the representation of clients referred pursuant to the service.

## **10. RESIGNATION, REFUSAL TO ADMIT, SUSPENSION, AND REMOVAL**

10.1 Any member attorney may resign at any time upon completion of any outstanding reports required to be submitted and remission of any and all fees due to LawLinq at the time of the resignation. Nothing in this paragraph shall limit the obligation of a member attorney to submit reports and remit fees and costs due to LawLinq, which accrue after the time of resignation.

10.2 At the sole discretion of LawLinq, a member attorney may be suspended or removed for any of the following reasons:

- (a) Failure to comply with the LawLinq rules;
- (b) Failure to pay the annual membership fee;
- (c) Failure to comply with the State Bar rules, regulations or code of professional conduct;
- (d) Failure to submit all required reports in a timely manner;
- (e) Charging clients' fees in excess of the fees prescribed by the rules, agreement or law;
- (f) Failure to handle cases with professional diligence and competence;
- (g) Failure to permit LawLinq to inspect records relating to its referrals;
- (h) Providing false or misleading information to LawLinq;
- (i) Repeated abusive and unprofessional conduct with LawLinq clients or staff members;
- (j) Continuous negative feedback about member attorney from referred client(s);
- (k) Indictment on or conviction of a criminal charge involving moral turpitude.

10.3 A member attorney shall be suspended or automatically removed from LawLinq for any of the following reasons:

- (a) The attorney has been suspended, disbarred or has resigned from the State Bar of California;
- (b) Annual membership fees, or referral fees become more than forty-five (45) days past due;
- (c) Reports and/or forms due to LawLinq are not accurately reported or become overdue for more than forty-five (45) days;
- (d) Proof of insurance is not supplied.

10.4 At the sole discretion of LawLinq, an applicant attorney may be refused admission for any of the following reasons:

- (a) Applicant has a record of discipline with the State Bar of California;
- (b) Applicant is not eligible or able to practice law in California;

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- (c) Applicant does not practice in an office outside his home at least 90% of the time;
- (d) Applicant does not meet minimum standards set by LawLinq and/or the State Bar of California.

10.5 If a member attorney is suspended or removed from the service, LawLinq shall notify him or her electronically and/or in writing within ten (10) days of the action. The member attorney will be provided with the reason for the suspension or removal and the member attorney will be offered an opportunity to be heard as set forth in Section 11 herein below.

10.6 If the member attorney does not serve a written request for appeal of the suspension or removal within fifteen (15) days of the notice of suspension or removal, the suspension or removal will become final without further action or notice by LawLinq.

## **11. APPEALS PROCESS**

11.1 A member attorney may appeal his or her suspension or removal by providing a written request for appeal of the suspension or removal within fifteen (15) days of service of the notice of suspension or removal. The written request for appeal shall set forth each basis for the appeal, rules, authority and evidence in support of the appeal.

11.2 The member attorney may request in his or her written request for appeal, a hearing before the Managing Director, which may, at the discretion of LawLinq, be held by telephone or in person. If the member attorney timely and adequately responds to the suspension or removal notice and requests a hearing, said hearing shall take place within twenty-one (21) days of receipt of said request.

11.3 The Managing Director shall make a decision within ten (10) days of either the written request for appeal or hearing. The decision of the Managing Director shall be deemed conclusive and final.

11.4 If the member attorney does not timely notify LawLinq in writing of his or her intent to contest the suspension or removal, then his/her rights of appeal shall be waived.

## **12. ADDITIONAL RULES & AMENDMENTS**

12.1 LawLinq has the authority to implement additional rules and procedures necessary to carry out the intent of these Rules.

12.2 These Rules may be amended from time to time by the Managing Director. Any amendment(s) adopted shall be distributed to all member attorneys who shall be bound thereby.