

Updated March 2023



# PARTICIPATING ATTORNEY HANDBOOK

VERITAS LEGAL PLAN, INC.

## **ATTORNEY PARTICIPATION AGREEMENT, PROCEDURES AND GUIDELINES**

The mission of the VERITAS LEGAL PLAN, INC. (The Plan) is to provide pre-paid legal services to its members and referrals to attorneys who can assist those members.

### **Client Intake**

When a referral to an attorney is needed, information is obtained from the client regarding the circumstances surrounding the legal issue. The intake consultant will use this information to make a referral to the proper attorney.

### **Veritas Covered Client Referrals**

Intake consultants input the information received from members into the referral database. Referrals to participating members are determined by geographical location and availability. Upon receipt of the member's lawsuit, Veritas Legal Plan, Inc. will obtain a copy of the summons or applicable Intake Form and contact information for the member as well as their Referring Company, if one is involved. Contact information for both parties, when applicable, will be provided upon acceptance of legal matter or Intake Form.

### **Client Referrals Not Covered by Veritas**

Intake consultants input the information received from members into the referral database. Referrals to participating members are determined by geographical location, availability, and selected areas of practice. Upon receipt of the member's request for a non-covered legal service, Veritas Legal Plan, Inc. will refer the Attorney's information to the client for contact. Veritas Legal Plan enrolled members will be instructed to reference Veritas Legal Plan as their referral source. **Client referrals not covered by Veritas are entitled to receive the lesser of a 25% reduction in attorney fees or the price agreed upon in the Fee Schedule.**

### **Relations of the Parties**

Attorneys engaged to perform legal services for members under the contract of The Plan are not agents or employees of the Veritas Legal Plan, Inc. Attorneys rendering legal services to members under The Plan and the program contemplated thereby shall maintain the ATTORNEY-CLIENT relationship with the member and said attorney is solely responsible to the member for all legal services provided pursuant to The Plan and program.

### **Period, Territory**

This Plan provides for payment of legal fees for events arising in the United States. The Plan provides coverage only for legal actions during The Plan Period and during the period the member is eligible. The legal action must have been instituted during the period the member is eligible. The Veritas Pre-Paid Legal Expense Plan will pay for the legal services up to the limits stated in the Plan, even though The Plan may expire, or the member may leave The Plan before the matter is concluded. The key is whether the member was eligible, and the attorney was retained under The Plan during that period.

### **Appeals Procedure**

In the event The Plan believes that a participant is not eligible for benefits, or that a particular benefit is not covered by The Plan, the participant who wishes to have the denial reviewed or is not satisfied may seek a review by writing to the Administrators office for review. The Administrators office within 60 days, will notify the participant of the reason for upholding or modifying the original decision.

### **Participating Attorney Guidelines**

Attorneys are required to treat clients with respect and handle the VERITAS LEGAL PLAN, INC. retained cases in a timely and serious manner and consistent with the Rules of Professional Conduct in the jurisdiction in which they practice. Participating members must understand that there is no assurance that fee-generating referrals will result from participation.

Each participating attorney who is retained to handle a matter referred to such attorney by the VERITAS LEGAL PLAN, INC. shall maintain full responsibility for and control of such matter.

A participating attorney shall not transfer responsibility or control of any matter referred by the VERITAS LEGAL PLAN, INC. without the knowledge of the VERITAS LEGAL PLAN, INC., unless required by law, court order, or the written direction of the client.

### **Participating Attorney Eligibility**

Participation is open to attorneys who are in good standing with the State Bar and meet any additional required criteria. Attorneys who want to be listed with the VERITAS LEGAL PLAN, INC. must complete all necessary application forms.

The VERITAS LEGAL PLAN, INC. has the right and power to review participating attorneys for suitability of membership.

Furthermore, the VERITAS LEGAL PLAN, INC. has the right and power to deny or limit an application for participation to the VERITAS LEGAL PLAN, INC. The VERITAS LEGAL PLAN, INC. also has the right to remove any attorney from participation in future referrals. Exercising these rights does not imply finding of professional misconduct or wrongdoing.

**Acceptance and Rejection of a Client – Withdrawal from Representation**

A participating attorney shall accept each eligible client referred to such attorney and render prompt professional service to such client. The attorney may, however, reject an eligible client on any reasonable grounds, but shall not reject any eligible client seeking services by reason of the amount of fees to which he or she may be entitled to charge under the Fee Schedule.

If an attorney rejects a client, the attorney must contact Veritas Legal Plan, Inc. within 24 hours to seek an alternate participating attorney. Participating attorneys not accepting cases on a referred matter should also direct the client to contact the VERITAS LEGAL PLAN, INC. for further service.

Members are free to use any attorney they wish regardless of their participation status if said attorney agrees to the Veritas fee schedule. The attorney's ethical codes prevail in all transactions. Therefore, an attorney shall not withdraw from employment until he or she has taken reasonable steps to avoid foreseeable prejudice to the rights of his or her client, allowing time for employment of other counsel, delivering to the client all papers and property to which the client is entitled, and complying with all applicable laws and rules. In all cases, the attorney is free to exercise their own independent professional judgment.

Veritas guarantees the provision of services to the member for the duration of the membership agreement, regardless of whether the prepaid service plan ceases doing business for any reason.

Applicable only to Attorneys practicing in Kansas: Notwithstanding the above, all participating attorneys in a plan shall be jointly and severally liable on all contracts of the plan. Pursuant to KS code 40-4203

All agreements between participating attorney and Veritas shall be retained as part of the official records for the duration of the agreement and five years. After completion of the initial client matter for which the VERITAS LEGAL PLAN, INC. referral was obtained, participating attorney is permitted to: A) assist the client with new and unrelated matters not covered under the VERITAS LEGAL PLAN, INC.; and/or B) refer the client to another attorney not associated with VERITAS LEGAL PLAN, INC. for new and unrelated matters.

Participating attorney understands and agrees that referrals from the Veritas Legal Plan, Inc. may be received from various Debt Relief Providers who are in a contractual agreement with the consumers with the goal of assisting members with their unsecured debts outside the context of legal action.

**Suspension or Removal from Membership**

Attorneys should refer to the guidelines described in this Participating Membership Handbook. Attorneys failing to follow any guideline may be subject to suspension or removal from VERITAS LEGAL PLAN, INC. Membership. Upon the discovery of a violation of these participating guidelines, the VERITAS LEGAL PLAN, INC. Administrator may temporarily suspend a participating member. Admission to the participating member at the commencement of any membership year shall be at the discretion of the Lawyer Referral Committee.

**Cost and Expenses**

Participating attorneys will forward a copy of the answer along with an invoice for the services provided. Invoices are paid within 14 days of receipt. Court costs will be covered by the plan member and include necessary filing fees for legal documents in connection with a pending action or proceeding, filing fees for depositions, mediation costs and fees for the service of a subpoena.

**Attorney Fees**

Each participating attorney shall charge VERITAS LEGAL PLAN, INC. for the amounts listed in the Fee Schedule. Attorney acknowledges that there are simple legal services (with limiting definitions) which they will perform at no cost to the members seeking such services. Should a question arise as to the interpretation of the fee schedule, VERITAS LEGAL PLAN, INC.'s final determination shall be binding.

Fees for services covered under VERITAS LEGAL PLAN, INC. and designated under the "FEE SCHEDULE" are to be charged to VERITAS LEGAL PLAN, INC. only and directly and at no point a member or affiliated company shall incur costs for fees covered by VERITAS LEGAL PLAN, INC.

Receipt of a lawsuit not assigned to a participating attorney directly from a Veritas member or affiliated company must be sent to Veritas Legal Plan for assignment and coverage. VERITAS LEGAL PLAN, INC. is not responsible for fees incurred on

lawsuits sent to a participating attorney by an outside entity, party, or source.

## **AGREEMENT OF PARTICIPATING ATTORNEY**

This is an agreement between The Veritas Pre-Paid Legal Expense Plan and the undersigned Attorney (Attorney) to become a participating attorney of the Veritas Legal Plan and to provide prepaid legal services to eligible clients at predetermined rates in accordance with the Veritas Legal Plan fee schedule.

This agreement terminates any prior agreement between parties, except that the terms of any such agreement shall continue in effect regarding any client referrals made and still pending under that agreement. This agreement shall become effective upon execution thereof and continue in effect until termination by either party. Veritas Legal Plan, Inc. will only use an attorney's name in advertisements and promotional materials after obtaining the attorney's approval.

To become a participating plan attorney of VERITAS LEGAL PLAN, INC., Attorney acknowledges and agrees to abide by the following terms and conditions:

- Attorney is engaged in the provision of legal services and agrees to participate in providing covered legal services to plan members of VERITAS LEGAL PLAN, INC. who seek legal services in accordance with this agreement;
- Attorney agrees to charge Veritas Legal Plan, Inc. for covered services in accordance with VERITAS LEGAL PLAN, INC.'s fee schedule as referenced in this agreement;
- Attorney acknowledges that the source of members and referrals are mostly provided by affiliated debt relief companies and Attorney agrees to not solicit VERITAS LEGAL PLAN, INC.'S members away from, or disparage the members referring company.
- Attorney shall maintain good standing with their respective licensing department and/or State Bar and comply with all applicable Rules of Professional Conduct;
- Attorney agrees to maintain an open line of communication and provide updates upon request on the status of open cases which were referred to Attorney by VERITAS LEGAL PLAN, INC. Attorney further agrees to maintain accurate records of all cases referred from the VERITAS LEGAL PLAN, INC. and promptly respond to inquiries by the VERITAS LEGAL PLAN, INC. office, written or oral. Notwithstanding the preceding sentences, Attorney will protect client confidential information and comply with all applicable rules pertaining to client confidentiality;
- Attorney agrees to waive any and all claims against Veritas Legal Plan, Inc., its officers, directors, agents, employees and affiliate referring companies, for any and all liability, disputes or loss arising out of the operation of the VERITAS LEGAL PLAN, INC. program or the referral of clients pursuant to this agreement;

**ARBITRATION OF DISPUTES:** In the event of any controversy, claim or dispute between the Parties arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, conscionability or validity thereof, including any determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration to be conducted in the county in which the Client resides, in accordance with the laws of the state where Client resides at the time the dispute arose. The Parties agree that the arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures and a single arbitrator shall be selected by JAMS. The arbitrator shall be neutral and independent and shall comply with the JAMS code of ethics. Any award rendered by the arbitrator shall be final and shall not be subject to vacation or modification. Judgment on the award made by the arbitrator may be entered in any court having jurisdiction over the Parties. If either party fails to comply with the arbitrator's award, the injured party may petition the circuit court for enforcement. Any dispute that arises with Kansas residents shall be governed by the Kansas state law;

Whenever a member utilizes the services of Veritas Legal Plan, Inc., the payment to the provider (ATTORNEY) of any amount by or on behalf of the member by VERITAS shall be deemed payment to that provider when received. Member is responsible for any court filing fees. Attorneys may not proceed with filings without first receiving filing fees from the member. Nothing in this act shall limit any right of the provider against Veritas Legal Plan, Inc. resulting from its failure to make payments to the provider;

Additionally, the undersigned attorney agrees to hold Veritas Legal Plan, Inc. administrators and clients, harmless and indemnify said parties from any and all liability, loss or damages that such parties may sustain as a result of actions, claims, demands, costs, including reasonable attorney's fees due to the subsequent malpractice or misrepresentation of that referral.

## VERITAS LEGAL SERVICES PLAN - FEE SCHEDULE

The fees shown below represent the total amount you will receive for the entire covered legal matter. This document serves as the definitive source for payment amounts for all covered matters.

Veritas Legal Plan, Inc. recognizes court procedures and language vary state by state, please contact Veritas Legal Plan, Inc. regarding billing for additional State specific requirements and filing claims.

All covered matters will be paid upon receipt of supporting documentation and/or proof of filing/work. Payment amounts listed below are flat fee unless otherwise noted. Payments listed below include trial, if applicable, unless otherwise noted.

For purposes of this fee schedule, a trial shall be defined as: The proceeding in court when the parties try their case beginning with the impaneling of a jury in a jury trial and with the opening statements of the parties in a non-jury trial; trial does not include appearances on hearings, motions, pre-trial conferences, negotiated pleas, or appearances and continuance by the court. For Puerto Rico, a bench trial for civil cases in the commonwealth courts shall also be considered.

**REDUCED FEE BENEFIT** - For those areas of law for which you are a Network Attorney, if the matter is non-covered in the member's legal plan, **you must provide a reduced fee of at least 25% off your normal hourly rate.**

**CONTINGENCY FEE MATTERS** - For those matters, you appropriately handle as contingency fee matters in your practice, your contingency fee will not exceed 25% of the net recovery if successfully resolved before or after trial or will not exceed 30% of the net recovery if successfully resolved on or after an appeal.

### INITIAL CONSULTATION -

Initial consultation represents the time spent during the first conversation with the member, including time to conduct the conflict check and qualify the matter aligns with your area of practice. Active Veritas Legal Plan Members shall not be charged a consultation fee.

### Debt Collection Defense

* Negotiation and Settlement – No Answer Filed	\$300
Answer, NOA, Negotiation and Settlement	\$400
Discovery, Propound Discovery	\$150
Small Claims Consultation	\$150
Motions, Depositions, Case Mgmt. Conference, Subpoena	\$150
Answer AFTER NOA filing	\$100

### Additional Debt Collection Defense Services

Trial Appearance	\$375
Post Judgment Filings	\$150
Attorney Signature/Settlement Filing	\$150
**Vacating Judgment	\$950

\* Includes an NOA in the states where an Answer is not necessary dependent on amount and/or when an NOA is filed and submitted prior to an Answer.

\*\* Vacating Judgment – The Plan ONLY covers Vacating a judgment when the member was not served properly and must be received within 30 days from date of recorded action. The Plan does not cover vacating a judgment after a Plan Attorney has filed an answer, counter, cross or third-party claims.

**AREAS OF PRACTICE/CHECK ALL THAT APPLY:**

Debt Matters	<input type="checkbox"/> Debt / Creditor Lawsuit Defense <input type="checkbox"/> Small Claims <input type="checkbox"/>
Bankruptcy - Personal, Non-Business	<input type="checkbox"/> Chapter 13 <input type="checkbox"/> Chapter 7 <input type="checkbox"/> Amendments
Consumer Matters	<input type="checkbox"/> Defense of Civil Lawsuits plus Trial Supplement <input type="checkbox"/> Personal Property Disputes <input type="checkbox"/> Small Claims Assistance <input type="checkbox"/> Defense of Civil Damages - Plaintiff or Defendant <input type="checkbox"/> Residential Contractor Disputes <input type="checkbox"/> Defense of Civil Lawsuits-Negotiation & Settlement <input type="checkbox"/> Secured Loan Defense <input type="checkbox"/> Personal Injury
Consumer Protection Defense	<input type="checkbox"/> Consumer Protection Defense <input type="checkbox"/> FCRA
Criminal Matters	<input type="checkbox"/> Expungement <input type="checkbox"/> Juvenile Court Proceedings <input type="checkbox"/> Habeas Corpus <input type="checkbox"/> Criminal/Administrative Regulatory Protection
Employment Matters	<input type="checkbox"/> Employment Related Administrative Hearings <input type="checkbox"/> Employment Related Civil Proceedings <input type="checkbox"/> Employment Related Criminal Proceedings
Estate Planning Matters	<input type="checkbox"/> Estate Administration/Probate <input type="checkbox"/> Protection of Inheritance Rights <input type="checkbox"/> Trusts - Revocable or Irrevocable <input type="checkbox"/> Wills and Testamentary Trusts

Family Matters	<input type="checkbox"/> Dissolution of Marriage - Uncontested Only <input type="checkbox"/> Surrogacy Agreement <input type="checkbox"/> Prenuptial/Postnuptial Agreements <input type="checkbox"/> Adoption Proceedings <input type="checkbox"/> Post Decree - Contested Motions to Modify/Enforce/Initiate <input type="checkbox"/> Name Change <input type="checkbox"/> Domestic Violence Protection Order <input type="checkbox"/> Guardianship/Conservatorship <input type="checkbox"/> Post Decree – Uncontested <input type="checkbox"/> Post Decree – Contested <input type="checkbox"/> Advise and Consultation – Uncontested Divorce <input type="checkbox"/> Doc Review - Divorce
Financial Matters	<input type="checkbox"/> IRS Tax Audits <input type="checkbox"/> Federal and State Tax Returns <input type="checkbox"/> IRS Audit Protection/IRS Collection <input type="checkbox"/> Defense/State Tax Audit <input type="checkbox"/> Foreclosure <input type="checkbox"/> Credit Records Correction
Immigration Matters	<input type="checkbox"/> Immigration Matters
Real Estate Matters	<input type="checkbox"/> Sale or Purchase of Residence <input type="checkbox"/> Boundary or Title Disputes <input type="checkbox"/> Home Equity Loan <input type="checkbox"/> Security Deposit Assistance <input type="checkbox"/> Refinance of Primary Residence <input type="checkbox"/> Real Estate Disputes <input type="checkbox"/> Landlord/Tenant Matters <input type="checkbox"/> Neighbor Disputes <input type="checkbox"/> New Construction of Residence <input type="checkbox"/> Property Tax Assessments
Traffic Matters	<input type="checkbox"/> Driving Privilege Defense - Minor Traffic <input type="checkbox"/> Offenses <input type="checkbox"/> Traffic Defense (No DUI) <input type="checkbox"/> Driving Privilege Defense - Directly Resulting in Suspension <input type="checkbox"/> Administrative Driving Privilege <input type="checkbox"/> Suspension/Revocation Hearings

## PARTICIPATING LAW FIRM APPLICATION AND PROFILE

Firm Name: \_\_\_\_\_

Primary Contact Attorney Name: \_\_\_\_\_

Telephone: (\_\_\_\_\_) - \_\_\_\_\_ Fax: (\_\_\_\_\_) - \_\_\_\_\_

E-mail: \_\_\_\_\_ .com Website: www. \_\_\_\_\_ .com

Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ County: \_\_\_\_\_

### Additional States Licensed:

State: \_\_\_\_\_ Bar #: \_\_\_\_\_ County Covered: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

State: \_\_\_\_\_ Bar #: \_\_\_\_\_ County Covered: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

State: \_\_\_\_\_ Bar #: \_\_\_\_\_ County Covered: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

State: \_\_\_\_\_ Bar #: \_\_\_\_\_ County Covered: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

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State: \_\_\_\_\_ Bar #: \_\_\_\_\_ County Covered: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

### Payments should be reported under:

Firm: \_\_\_\_\_ Tax ID: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Individual: \_\_\_\_\_ SS#: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Checks made payable to:

\_\_\_\_\_

Languages Spoken: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

\_\_\_\_\_

Have you or any member of the firm received from any Bar or Court a reprimand, censure, suspension, or other discipline? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please attach an explanation.

Please list all other legal plans you accept clients from:

\_\_\_\_\_

### Required items checklist:

\_\_\_\_\_ Signed Participating Attorney Handbook

\_\_\_\_\_ Copy of Certificate of Insurance - Limits of liability - \$100K per claim, \$300K aggregate

\_\_\_\_\_ W-9



## PROFESSIONAL RESPONSIBILITY

Attorney hereby attests and acknowledges that information presented herein is true and accurate and if at any time Attorney is subject to a malpractice claim, despite status or outcome, an ethical or disciplinary case, despite agency or claimant, shall notify Veritas Legal Plan immediately, but not less than two (2) calendar days. Additionally, should Attorney have a data breach, Attorney shall notify Veritas Legal Plan immediately, but not less than 24 hours upon first notice of said breach. Attorney understands Veritas Legal Plan seeks to assist consumers for a number of legal needs and failure to represent members as part of the Attorney Network, may result in irreparable harm to which Veritas Legal Plan and Members may seek remedy at law and equity from a court of competent jurisdiction.

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I am a member in good standing of my State Bar, and I am now actively engaged in the practice of law. I agree to follow all Rules of Professional Conduct in my representation of referred clients. I have read the Veritas Legal Plan, Inc. Participating Member Handbook and I agree to abide by all rules adopted by VERITAS LEGAL PLAN, INC., as they exist at the time of application and as they may be amended from time to time thereafter.

Signature of responsible attorney: \_\_\_\_\_ Date: \_\_\_\_\_

Fax to: 888-774-4271 or email to: [attorney@veritaslegalplan.com](mailto:attorney@veritaslegalplan.com)