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**BEFORE THE SUPREME COURT  
STATE OF NEVADA**

IN THE MATTER OF EXPRESS LIEN, INC.,  
D/B/A LEVELSET

Petitioner

Docket No.:

Electronically Filed  
Apr 25 2022 07:52 a.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

**VERIFIED PETITION OF EXPRESS  
LIEN, INC., D/B/A LEVELSET FOR  
APPROVAL TO OFFER GROUP LEGAL  
SERVICES PURSUANT TO SUPREME  
COURT RULE 42.5**

Pursuant to Nevada Supreme Court Rule 42.5, Petitioner Express Lien, Inc., d/b/a Levelset (hereinafter the "Petitioner") hereby submits its Verified Petition for Approval under Nevada Supreme Court Rule 42.5 relating to certain prepaid and group legal services for Nevada employees. The Petitioner is a Delaware corporation that offers a prepaid legal plan, "Levelset Legal Guard" that provides predominantly small construction contracting businesses with access to attorneys whose practice focuses on construction matters. These businesses are treated as "members" and alternatively, "subscribers" to the legal plan.

**I. Overview of the Levelset Legal Guard Plan**

**A. Mission of Levelset**

Express Lien, Inc.,<sup>1</sup> which does business in the name of "Levelset," offers a legal plan, "Levelset Legal Guard" (hereinafter and collectively, "Levelset"). Levelset was originally established to provide a construction technology platform to manage mechanics lien rights. The legal plan was subsequently created to provide cost-effective access for predominantly small construction contracting businesses to legal services focused on construction matters.

Most recently, in 2021, Express Lien was acquired by Procore Technologies, Inc., (NYSE: PCOR), to enable Procore to broaden its suite of complimentary software packages for construction contractors. In this transaction, Express Lien retained its corporate existence, and is the Petitioner herein.

Express Lien, Inc. is a Delaware corporation and intends to transact business in Nevada through its doing business as name, Levelset, which in turn offers the "Levelset Legal Guard" plan.

1 Express Lien was founded by Scot Wolfe, Jr., an attorney in New Orleans who sought to  
2 “level the construction playing field” and create a platform to enable contractors to receive what  
3 they earn.” Levelset Legal Guard was subsequently created as a complimentary, add-on service.

4 Levelset Legal Guard is a Legal Access Plan that provides plan members access to a  
5 nationwide network of attorneys who agree to provide them with legal consultations and selected  
6 services at no additional charge and to provide discounted rates for other services. This plan is a  
7 membership organization, deriving revenue solely from membership fees.

8 Levelset Legal Guard is not a legal insurance plan. See, Letter from Nevada Department  
9 of Business and Industry, Division of Insurance, attached hereto as Exhibit 1. The legal plan  
10 contracts with each participating attorney who agrees to provide defined services to members  
11 assigned to that attorney, but the legal plan does not pay or reimburse any legal fees to participating  
12 attorneys. See, Levelset Plan Attorney Agreement, ¶ 3, attached hereto as Exhibit 3. Participating  
13 attorneys do not share or reimburse Levelset for any fees they collect for legal services rendered.  
14 *Id.*

#### 15 **B. Benefits Under The Levelset Legal Access Plans**

16 Levelset Legal Guard intends to offer a prepaid Membership Contract legal plan in Nevada  
17 (and in other states in the United States)<sup>2</sup>. The Levelset Legal Plan Membership Contract offers  
18 the following benefits:

- 19 1. Telephone consultations with a participating Plan Attorney, for up to one half (1/2)  
20 hour each, limited to five consultations per member per month. Telephone  
21 consultations are subject to the following restrictions:
  - 22 a. Consultations may include discussion of a new construction law issue  
23 previously not raised with the Plan Attorney or a legal issue for which the  
24 member has not previously retained any attorney; however

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27 <sup>2</sup> See *Levelset Legal Plan Membership Contract* (“Legal Plan Contract”), attached hereto as  
28 Exhibit 2, at pg. 1.

b. Consultations may not include discussions related to tax, intellectual property, personal or any other matters not germane to construction business – related services.

2. Attorney letters, limited to two pages each, one per quarter; contractor licensing review annually; bonding and insurance policy review annually; one additional document review per month up to ten pages; and lien services to include responding to a lien recorded against a member (that does not include any court filings), review of a Member's lien prior to recordation, and advice only on foreclosing a lien and recording a new lien; and

3. 10% off the hourly rate or flat fee from the Plan Attorney for any other matters.

(See, Exhibit 2, ¶ 2).

### **C. How the Plan Obtains Revenue**

Levelset's legal plan is billed annually and is priced at \$2,160.00 per year. (See, Exhibit 2 at ¶ 10. I., page 2).

## **II. Levelset Complies with All Applicable Law**

### **A. The Nevada Division of Insurance Has Determined That the Levelset Plan Does Not Fall Within The Definition of Insurance under Nevada Law**

The Nevada Division of Insurance of the Department of Business and Industry has reviewed the Levelset Legal Guard Plan and determined that the plan would "...not be considered insurance and would not be regulated by the Division of Insurance." (See Exhibit 1.)

### **B. Levelset Complies with Rule 42.5(5)(a) Regarding Marketing**

Levelset Legal Guard will be marketed through the Levelset website at [www.levelset.com](http://www.levelset.com). In compliance with Nevada rules, no legal plan attorneys will be identified by name on any webpage referring to the legal services plan. (Please See I., below for further explanation).

### **C. Levelset Complies with Rule 42.5(5)(b) Because Levelset Will Obtain No Profit From Representation by Any Attorney**

As noted above, Levelset legal Guard will obtain revenues only from membership fees. If a member chooses to engage an attorney to represent its construction business for services not

1 covered in the plan, the member will be entitled to a discount on the attorney's regular rate.  
2 However, in that case, the member will pay legal fees directly to the attorney. (See, Exhibit 3, ¶ 4,  
3 "Levelset Is Not a Law Firm").

4 **D. Levelset Complies with Rule 42.5(5)(c)(1) Concerning Obtaining Legal Services**  
5 **Independent of the Levelset Plan**

6 As set forth in the Legal Plan Membership Contract, any member is entitled, at any time,  
7 to hire any attorney of his or her own choosing: "At all times, you have the right to hire and consult  
8 another attorney at your own expense, regardless of whether that attorney is part of the Levelset  
9 Legal Plan."

10 (See, Exhibit 2, at ¶ 3).

11 In addition, as set forth in the Provider Attorney Agreement, "...Plan Attorney also  
12 understands and acknowledges that Plan Members are free to obtain legal services from any  
13 attorney of his or her choice independent of the arrangement between the Plan Attorney and Plan  
14 Sponsor.

15 (See, Exhibit 3, at ¶ 7).

16 **E. Levelset Complies with Rule 42.5(5)(c)(2) Requiring that Legal Services Be Provided**  
17 **Only by Licensed Attorneys**

18 As set forth in the Provider Agreement, each Plan Attorney "...represents that they are duly  
19 licensed to practice law..." (See Exhibit 3, at ¶ 1),

20 **F. Levelset Complies with Rule 42.5(5)(c)(3) Regarding Independent Professional**  
21 **Judgment**

22 As set forth in the Provider Attorney agreement, "Nothing in this agreement is intended to  
23 infringe upon the Plan Attorney's independent professional judgement..." (See Exhibit 3, at ¶ 7).

24 **G. Levelset Complies with Rule 42.5(5)(c)(4) Requiring that the Plan Member, Not**  
25 **Levelset, is the Client and with Rule 42.5(c)(5) Requiring that the Plan Attorney Comply**  
26 **with All Disciplinary Rules**

27 As set forth in the Provider Attorney agreement,  
28



1 “Upon acceptance as a client...you agree that you will stand in an attorney-client  
2 relationship with the Plan Subscriber, and that you will owe that Plan Subscriber all the duties,  
3 responsibilities and obligations that arise from this attorney-client relationship...” See Exhibit 3, ¶  
4 7).

5 **H. Levelset Complies with Rule 42.5(c)(6) Requiring that the Nature and Extent of**  
6 **Legal Services Rendered by Fully Disclosed.**

7 Both the Legal Plan Membership Contract and the Levelset Plan Provider Attorney  
8 Agreement set forth the exact benefits that are to be rendered to plan members. See Exhibit 2, at  
9 page 1, ¶ 2 “Benefits of Legal Plan”; See, Exhibit 3, page 1, ¶ 3 “Scope of Legal Services to Plan  
10 Subscribers”).

11 **I. Levelset Complies with Rule 42.5(c)(7) Requirements Regarding Publicity**

12 In view of the relatively recent creation of the Levelset Legal Guard product, Levelset has  
13 not yet created a separate website for it. Accordingly the webpage that offers the legal services  
14 “product” remains part of the general Levelset website. This site is completely public-facing (with  
15 no “member” section) and is intended to offer a variety of services and products related to  
16 contractors. Among the information provided to contractors through this website, exactly in the  
17 manner of a large, well-known attorney directory site,<sup>3</sup> the website identifies, pictures and  
18 describes attorneys nationwide by state, including Nevada lawyers, in a manner intended to offer  
19 attorneys the opportunity to market their services directly to potential clients. There is no direct or  
20 indirect linkage between the marketing of these attorneys with Levelset Legal Guard:

21 [Find the Best U.S. Construction Lawyers | Levelset](#)

22 [Levelset | We Help You Get Paid On Construction Jobs](#)

23 There is a further webpage allowing website users to “Find Construction Law Firms in Your State”  
24 and “...Your City.” The Nevada page is:

25 [Find the Best Nevada Law Firms | Levelset](#)

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<sup>3</sup> AVVO: [Avvo.com - Legal. Easier.](#)

1 Exactly in the manner of the national attorney directory site, this webpage provides a list  
2 with links, but does not link attorneys in any way with the separate and specific legal services  
3 plan (i.e., Levelset Legal Guard). Access to this website is free, requires no membership and no  
4 legal service plan is created or accessed by using this website.

5 Elsewhere on the Levelset website there is then a separate tab for the Legal Guard product:

6 [Legal Guard - Construction Law Services - Levelset](#)

7 On this webpage there is no feature allowing for any client to choose any specific attorney.  
8 There are only two pictures and two testimonials, one from a construction contractor and one from  
9 an attorney (not identified by state). This webpage is intended – in a generic fashion – to interest  
10 construction contractors to use the service; and to interest attorneys focusing on construction  
11 contract law to join the legal services plan. Like the national website, no client relationship is  
12 created nor is there any promise of legal representation. At some point in the future, should  
13 Levelset create a separate website for its product, it will do so in compliance with Rule 42.5(c)(7).

#### 14 **J. Professional Conduct Non-Lawyer Assistants**

15 Levelset employees will not act as non-lawyer assistants to the Plan Attorneys providing  
16 legal representation to Levelset Legal Guard members. It is likely that at least some plan members  
17 will interact with Levelset employees, if, for example, a member has a problem logging in to the  
18 website, or an issue with billing. But the Levelset employees will not participate in providing legal  
19 services to the members.

#### 20 **K. Professional Conduct Re Fee Splitting**

21 As noted above, the Plan Attorneys will not make any payments to Levelset or share any  
22 portion of the fees that they collect for any representation of Plan Subscribers.

### 23 **III. Conclusion**

24 Based on the foregoing, Petitioner Express Lien, Inc. d/b/a Levelset requests approval from  
25 the Supreme Court of Nevada, pursuant to Supreme Court Rule 42.5, to provide the Levelset Legal  
26 Guard Legal Plan program as outlined herein within the State of Nevada. This petition is made for  
27 the express purposes outlined herein, and is not made for any other purposes.  
28

1 DATED this 21<sup>ST</sup> day of April, 2022

2 Submitted by

3  
4 CONNELL LAW

5 /s/ Christopher S. Connell

6 Christopher S. Connell, Esq.

7 Nevada Bar No.12720

8 6671 Las Vegas Blvd., Suite 210

9 Las Vegas, Nevada 89119

(702) 266-6355; Fax: (702) 829-5930

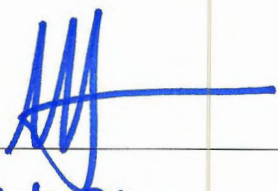
[cconnell@connelllaw.com](mailto:cconnell@connelllaw.com)

Local Counsel for Petitioner

VERIFICATION

I, Seth Bloom, am the Sr. Director of Levelset for Petitioner **Express Lien, Inc. d/b/a Levelset**. I have read the foregoing **VERIFIED PETITION OF EXPRESS LIEN, INC. D/B/A LEVELSET TO OFFER GROUP LEGAL SERVICES PURUSANT TO SUPREME COURT RULE 42.5** and know the contents thereof. Based on my own knowledge except as to those matters stated on information and belief, and as to those matters, I believe them to be true.

I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct and that this Verification was executed on 4/13/22, at New Orleans, La, at Las Vegas, Nevada.

By:   
Seth Bloom, Declarant

**EXPRESS LIEN, INC., D/B/A LEVELSET**



STEPHEN F. SISOLAK  
*Governor*

STATE OF NEVADA

TERRY REYNOLDS  
*Director*

BARBARA D. RICHARDSON  
*Commissioner*



DEPARTMENT OF BUSINESS AND INDUSTRY  
DIVISION OF INSURANCE

1818 East College Pkwy., Suite 103  
Carson City, Nevada 89706  
(775) 687-0700 • Fax (775) 687-0787  
Website: doi.nv.gov  
E-mail: insinfo@doi.nv.gov

December 2, 2021

Seth Bloom  
Levelset Legal Plan, LLC  
Via email: seth.bloom@levelset.com

**Re: Levelset Legal Plan  
Assignment 2021-043**

Dear Mr. Bloom:

Thank you for your inquiry regarding the Levelset Legal Plan and whether it is subject to regulation by the Nevada Division of Insurance. Whether a particular plan constitutes insurance depends on the specific provisions of the plan. A simple "access plan" that provides benefits such as telephone consultations, review of documents and simple wills, and discounts on attorney fees is not considered insurance and is not regulated by the Division of Insurance.

A legal service plan constitutes insurance if it results in the transfer of risk to a third party for a fortuitous event. An event is fortuitous if its occurrence is to a substantial extent beyond the control of either party. Examples include plans that provide legal defense in criminal matters or legal representation in a civil lawsuit. If any of the components of the Levelset Legal Plan constitute insurance, it will require the company to be licensed by the Division as an insurer. Alternatively, the plan could be offered by an admitted insurer if Levelset were licensed by the Division as an appointed agent.

The sample agreement you have submitted provides document review and consultation and discounts if further legal services are required. The agreement does not cover litigation or any indemnification for litigation services. These benefits do not seem to go beyond those of a simple access plan and would, therefore, not be considered insurance and would not be regulated by the Division of Insurance.

The Division's jurisdiction over Title 57 is administrative in nature, and it represents the State of Nevada via its regulatory capacity. Because the Division represents the State of Nevada, it cannot provide legal advice or legal representation to private citizens or businesses. The content of this correspondence is not intended to be legal advice. You should consult a private attorney for such legal guidance or opinion.

Page 2 of 2  
Seth Bloom  
December 2, 2021

If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Erin Summers". The signature is written in a cursive style with a large, stylized "E" and "S".

Erin Summers  
Actuarial Analyst II  
State of Nevada  
[esummers@doi.nv.gov](mailto:esummers@doi.nv.gov)  
(775) 687-0765

Exhibit  
2

## Levelset Legal Plan Membership Contract

This is a contract between us, Levelset Legal Plan LLC ("Levelset"), 1121 Josephine St, New Orleans, LA 70130, and you, Levelset Legal Plan Member (the "Member" or "Plan Subscriber"), for the Legal Plan (the "Legal Plan" or "Plan") services described below. This contract (the "Agreement") is a legal agreement between you and Levelset that sets forth the terms of your use of the Legal Plan. This Agreement is effective as of the date you accept its terms and purchase a Legal Plan subscription (the "Effective Date").

**1. Plan Membership.** The Levelset Legal Plan is designed for contractors and suppliers of any size who desire to have legal support to facilitate smooth payments and successful project completion. Levelset reserves the right to accept or refuse membership at its discretion. These benefits may not be transferred between legal entities.

**2. Benefits of Legal Plan.** The Legal Plan provides the following benefits (the "Plan Benefits"):

- I. Telephone consultations on new legal issues. One call per issue, with each call limited to 30 minutes maximum. Five per month.
  - a. A "new legal issue" is a legal question relating to a construction law issue about which you have not previously asked Plan Attorney; advice pertaining to a construction project about which you have not previously consulted with the Plan Attorney; or a legal issue for which you have not previously retained any attorney. Calls may not include discussions related to tax, intellectual property or personal or other matters unrelated to your construction business-related services.
- II. Attorney letters (non-research, up to 2 pages each, one per quarter)
- III. Contractor licensing review annually
- IV. Bonding & insurance policy annually
- V. One additional document review per month of up to 10 pages.
- VI. Lien services (1 per month)
  - a. Responding to a lien that is recorded against a Plan Subscriber (via telephone call or letter only; does not include any court filings)
  - b. Review of Member's lien prior to recordation
  - c. Foreclosing a lien (advice only)
  - d. Recording a new lien (advice only)
- VII. Discounted 10% off hourly or flat fee rate for work not covered under Plan with a continued membership with Levelset Legal Plan in good standing.
  - a. For covered services, at option of attorney, costs incurred for certified mail, and similar "hard" costs may be excluded.
- VIII. Access to the Legal Guard library of common construction document templates that can be reviewed with you by the Legal Guard network lawyer (limited based on plan rules).

**3. Right to Hire Your Own Attorney at Any Time.** At all times, you have the right to hire and consult another attorney at your own expense, regardless of whether that attorney is part of the Levelset Legal Plan.

**4. Levelset Is Not a Law Firm.** Please note that Levelset is not a law firm and does not provide legal services. Attorneys made available through Levelset are third-party independent contractors who agree to provide legal services directly to you via a separate retention agreement between you and the attorney. The information provided in each attorney's profile on the LevelSet site (The "Site") may be considered advertising under applicable laws and rules. The attorneys have agreed to provide those services listed in Part 2 in jurisdictions in which they are admitted to practice. Levelset will connect you with an attorney in your area. Levelset will replace that attorney at your request, if and as available.

**5. Exclusions; Conflicts.** The following items and matters are specifically excluded from the Legal Plan and are not to be considered or treated as Plan Benefits. You cannot obtain legal help through the Legal Plan for any of the following:

- I. Any lawsuit or legal matter involving Levelset, or any of its affiliates, directors, agents, or employees or that involves the services provided by a Plan Attorney under the plan; provided, however, that a Plan Attorney may, at his or her sole discretion and risk, represent you or any Plan Member in a



matter in which another Plan Attorney is representing another party as legal counsel.

- II. Representation in litigation, which includes, but is not limited to: legal pleadings, formal representation, court filings, appearances and any appellate matters; such representation is specifically excluded and subject to a separate arrangement between Member and Provider Attorney.
- III. Any matter involving the laws of jurisdictions outside of the United States;
- IV. Any matter that, in the Plan Attorney's opinion, is frivolous in nature or objectionable; lacks sufficient merit to warrant pursuit; has been raised an inordinate or unreasonable number of times without a change in circumstance; or results in violation(s) of the law, constitutes or furthers illegal activity, and/or is tantamount to harassment.
- V. Your Legal Plan membership can only be assigned to one subscription state. Any legal matters in other states would require an additional subscription in that state.

**6. Not Insurance.** The Legal Plans offered through Levelset are not contracts of insurance or indemnification insurance plans. Levelset is not an insurance company and does not guarantee legal representation in every situation. The Legal Plan provides Levelset customers with access to free and/or discounted legal services from Plan Attorneys. Levelset does not reimburse or indemnify any Plan Member or pay any attorneys or law firms for attorney fees or expenses.

**7. Responsibility for Misuse.** You are responsible for all expenses incurred or other actions that may occur through your use of the Legal Plan. You must immediately alert us of any fraudulent, unauthorized, illegal, or suspicious use of the Legal Plan including any breach of security.

**8. Any Changes to This Agreement Must Be In Writing.** You acknowledge that no change in this contract is valid until the change has been approved by an executive officer of Levelset and unless the approval is endorsed or attached to the contract.

**9. Authority to Enter Agreement.** If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the legal authority to bind such entity to these terms, in which case the terms "you" or "your" shall refer to such entity. If you do not have such authority or if you do not agree with this Agreement, you may not sign up for, or use any Legal Plan. If after your purchase we find that you do not have authority to bind the entity for which you ordered, you will be personally responsible for the obligations in this Agreement and the order you placed, including without limitation, the payment obligations. Levelset is not liable for any loss or damage resulting from our reliance on any instruction, notice, document or communication, reasonably believed by us to be genuine and originating from an authorized representative of your company. If there is reasonable doubt about the authenticity of any such instruction, notice, document, or communication, we may, but are not obliged to, require additional authentication from you.

## **10. Payment.**

- I. **Legal Plan Membership Fees.**  
The cost of the Legal Plan is \$2,160 billed annually. You will be charged in accordance with the billing terms in effect at the time of your initial purchase, unless you are notified of a fee change. For any Legal Plan you purchase that is charged in full upon purchase, you agree that for each renewal term for such Legal Plan, the amount due for the next term will be due and immediately payable in full as of the first day of the renewed term. For each Legal Plan, your charge remains for each term regardless of whether you access the plan during that term. In other words, EVEN IF YOU DO NOT USE THE LEGAL PLAN BENEFITS OR SPEAK WITH AN ATTORNEY, YOU WILL BE RESPONSIBLE FOR ANY SUBSCRIPTION FEES UNTIL YOU CANCEL YOUR SUBSCRIPTION OR IT IS OTHERWISE TERMINATED. For more information regarding canceling your Legal Plan subscription, see the "Termination or Cancellation" section below.
- II. **Billing.**
  - a. To allow payment for the initial term of the Legal Plan, a valid credit card, bank draft or other billing information is due at the time of purchase.
  - b. Your Legal Plan subscription will renew automatically at the end of the initial term (the "Billing Date") and at the end of each term thereafter unless and until you give notice of your intention to terminate your Legal Plan subscription pursuant to the terms of this Agreement. If you do not give us notice of such intention, your credit card or other form of electronic payment will be charged for the renewal term of your Legal Plan subscription on your Billing Date. If your purchase date is on the 29th through 31st day of any month, your Billing Date for renewals in months with fewer days will fall on the last day of the month. Levelset may adjust your Billing

Date in subsequent renewal periods to accommodate weekends and holidays without notice. Unless otherwise notified in advance by Levelset pursuant to this Agreement, the renewal charge will be equal to the original purchase price for the Legal Plan.

- c. You agree to pay Levelset the fees associated with your Legal Plan subscription.
- d. Attorney Fees. Any separate fees for attorney services provided by a Plan Attorney for services other than those included in the Plan Benefits shall be paid directly to the Plan Attorneys. Plan Attorneys are not employees or agents of Levelset and have no financial obligation to Levelset.

#### 11. Termination or Cancellation.

##### I. By Levelset.

- a. If payment is not made on or before the Billing Date, as described in Section 10 above, you will have until ten (10) days after your Billing Date to correct the credit card or bank draft information on file and post a payment to your account. If after the expiration of this 10-day grace period you have not made any payment on your Legal Plan subscription, your non-payment will result in suspension of and subsequent termination of your Legal Plan subscription.
- b. Your right to use a Legal Plan subscription is subject to any limits established by Levelset. If payment cannot be charged to your credit card or your payment is rejected for any reason, including through a chargeback, Levelset reserves the right, in its sole and absolute discretion, to suspend or terminate your access and account, thereby terminating this Agreement and all obligations of Levelset hereunder. If a charge made to your credit card is declined, Levelset may make up to five (5) attempts to bill that card over a ten (10) day period.
- c. If you wish to reactivate your account after such termination, there will be no setup or reactivation fees; provided, however, accounts terminated for non-payment will be reactivated only on receipt of the full past due amount and a written request to reinstate the account. When an expired account is reactivated, the new term begins on the date of reactivation.

##### II. By Subscriber.

- a. You will have the right to cancel your Legal Plan subscription by providing at least five (5) days' written notice before the start of the next renewal period for such subscription. After such cancellation, your Legal Plan will remain active until the end of the then applicable period. If no proper cancellation notice under this section is provided at least 5 days prior to the termination of the current Term, this Agreement shall automatically renew for subsequent Renewal Terms of the same duration.

##### III. Services After Termination.

- a. After termination of your Legal Plan subscription, either by you or by Levelset, you will not be able to access the corresponding Legal Plan offerings.

**12. Dispute Resolution.** The parties agree to arbitrate all disputes and claims as set forth in the attached "Arbitration Agreement". You have the right to file a complaint with your state's Bar Association concerning the conduct of a Plan Attorney under the Legal Plan. In the event that you have a service issue with one of our Participating Attorneys, or any aspect of your Levelset Membership, please contact us at (866) 720-5436 or email [seth.bloom@levelset.com](mailto:seth.bloom@levelset.com). For your records, our physical address is: 1121 Josephine St, New Orleans, LA 70130.

**13. Professional, Independent Attorney Judgment.** Plan Attorneys performing legal services for Legal Plan Members under the terms of this Agreement are not agents or employees of Levelset. Any Plan Attorney rendering legal services to Plan Members under the Legal Plan shall maintain the attorney-client relationship with the Plan Member and is solely responsible to the Plan Member for all legal services provided. It is within the sole discretion of the Plan Attorney to determine whether claims or defenses pertaining to any matter under this Agreement present a frivolous or otherwise unmeritorious claim or defense. Plan Attorneys reserve the right to make independent professional judgments regarding such presentations. Levelset will in no way influence or attempt to affect the rendering of professional services of the Plan Attorneys.

#### 14. State Notices.

- I. **MISSOURI:** Per MO Rev Stat § 379.901,2, the Levelset Legal Plan is not an insurance product and is not regulated by the Missouri Department of Insurance, Financial Institutions and Professional Registration.
- II. **WISCONSIN:** Per Wis. Admin. § 22.03(1)(f), Levelset (1) waives any liability of plan participants for compensation for services provided that are covered by the plan; and (2) the covered legal services



described herein shall be rendered to the participants regardless of any contract breach by Levelset, including, but not limited to, Levelset's failure to make payments or its insolvency.

- III. **NEW YORK:** Per 11 NYCRR § 261.2(a), the attorney in a legal plan in New York is obligated to charge for his or her rendition of services that are required by a "fortuitous event," i.e., an event like litigation, considered outside of anyone's control (per NY Insurance Law § 1101 (a) (2)). What constitutes a "fortuitous event" will be up to your attorney.

### Arbitration Agreement

Any dispute between the parties that is not otherwise satisfactorily resolved, must be resolved through arbitration, as set forth below. This applies to any dispute whether initiated by the Member or Levelset Legal Plan. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than a court does, and is subject to very limited review by courts. Any arbitration under these Terms will take place on an individual basis; class arbitrations and class actions are expressly prohibited – neither you nor the Company shall be entitled to join or consolidate claims in arbitration. In the event a dispute is submitted to Arbitration, the parties shall split the costs of Arbitration, including the costs for the initiation of such Arbitration proceeding. The Arbitration shall be conducted in the location of the non-initiating party. The non-filing party shall furnish its one-half of the filing costs to the filing party or to the arbitrator, to be credited to the filing party, within ten (10) days after the non-filing party receives official notification of the proceedings from the arbitrator, or otherwise the filing party shall be entitled to recover liquidated damages of \$200.00 per day until the amount is paid. Venue for any Arbitration proceeding hereunder shall be in the location of the non initiating party; the Arbitration shall be conducted by a neutral or arbitrator based in that location, and the proceeding shall be governed by the Federal Arbitration Act.

#### Arbitration Agreement:

(a) The parties agree to arbitrate **all disputes and claims** between us before a single arbitrator. The types of disputes and claims we agree to arbitrate are intended to be broadly interpreted. It applies, without limitation, to:

- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory;
- claims that arose before these or any prior Terms (including, but not limited to, claims relating to advertising); and
- claims that may arise after the termination of these Terms.

For the purposes of this Arbitration Agreement, references to the "Levelset Legal Plan", "you," and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or products under these Terms or any prior agreements. **You agree that, by entering into these Terms, the parties are each waiving the right to a trial by jury or to participate in a class action.** These Terms evidence a transaction or website used in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision will survive termination of these Terms.

(b) A party who intends to seek arbitration must first send, by U.S. certified mail or email, a written Notice of Dispute ("Notice") to the other party. A Notice to the Levelset Legal Plan shall be in writing and shall be made via conventional mail. Notices to us must be sent to the attention of Attorney Services, 1121 Josephine St., New Orleans, LA 70130. The Notice must (a) describe the nature and basis of the claim or dispute and (b) set forth the specific relief sought ("Demand"). If the parties do not reach an agreement to resolve the claim within 30 days after the Notice is received, arbitration proceedings may be commenced by either party.

(c) The arbitrator may award relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **THE PARTIES AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITIES AND NOT AS PLAINTIFFS OR CLASS MEMBERS IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** The arbitrator shall not award relief in excess of what these Terms provide or award punitive damages or any other damages not measured by actual damages.

(d) All aspects of the arbitration proceeding, and any ruling, decision or award by the arbitrator, will be strictly confidential, except as needed for an appeal of the arbitration award for improper determinations of matters of law only.

(e) The Arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Agreement including, but not limited to, any claim that all or any part of this Agreement is void or voidable. If this specific proviso is found to be unenforceable, it is severable from the rest of the arbitration agreement.

(f) It is the intent of the parties that any discovery pursuant to the arbitration proceeding be limited to that directly related to the issue being arbitrated to the fullest extent possible.

(g) It is the intent of the parties that the arbitration be completely concluded in 180 days or less from its initiation, to the fullest extent possible, and to the extent that each party is afforded a fair and reasonable arbitration and neither party's rights are significantly negatively impacted by the imposition of this timeline.

#### *Conducting the Arbitration*

You agree that any and all of your owners, principals, employees, and agents agree to the jurisdiction of the Arbitration. The parties agree to moderate discovery procedures, including production of documentation, inspection of property, interrogatories not to exceed twenty-five, and requests for admissions not to exceed twenty-five. You, your owners, principals, employees, and agents agree to submit responses to any and all informal subpoena requests, which do not require the signature or execution before a court of law. Any and all arbitration proceedings shall be heard within one calendar day, not to exceed eight hours and the arbitrator's award shall be returnable within no more than ten (10) days from the date of the hearing. Any award of the arbitrator shall be determined a final judgment once confirmed by the appropriate court. The parties shall have the right to a single appeal to the Court of Appeals with jurisdiction over the arbitration award, to challenge an award for improper determinations of matters of law only. The parties shall have no further appellate rights. The ruling of the applicable Court of Appeals shall be the final resolution of all matters between the parties hereto

Exhibit  
3

## Provider Attorney Agreement

This is a contract between us, Levelset Legal Plan ("Plan Sponsor") and you, Law Firm, \_\_\_\_\_,

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

("Plan Attorney"), under which, as set forth below, you agree to provide legal services to subscribers of the Prepaid legal plan ("Legal Plan" or "Plan") offered by Levelset Legal Plan (sometimes referred to herein as "Plan Subscriber"). Plan Sponsor and Plan Attorney may sometimes be referred to herein as "Party" or "Parties."

**1. Your Representations.** Plan Attorney warrants and represents that they are duly licensed to practice law in the applicable state and federal jurisdiction in which they practice and they have disclosed to Plan Sponsor any disciplinary proceedings that they have been subject to in any jurisdiction.

### 2. Definitions.

**Document Review** – The Plan Attorney will review construction related documents that are not more than 10 pages in length.

**New Legal Issue** – A legal question relating to a construction law issue about which Plan Subscriber has not previously asked Plan Attorney; advice pertaining to a construction project about which Plan Subscriber has not previously consulted with the Plan Attorney; or a legal issue for which Plan Subscriber has not previously retained any attorney.

**3. Scope of Legal Services to Plan Subscribers.** Through this Agreement, you agree to provide the following services to Plan Subscribers:

- I. Up to five 30-minute phone consultations per month on new legal issues
- II. Review and Advice
  - a. Contracts up to 10 pages (1 per month)
  - b. Contractor license (1 per year)
  - c. Lien(s)
  - d. Bonding & Insurance policy (1 per year)
- III. Non-research letters to help resolve legal issues (2 pages each, 1 per quarter)
- IV. Services outside of scope
  - a. 10% discount on standard rate

### 4. Exclusions and Conflicts:

- I. Document review can be used only to review documents related to or connected with an adversarial proceeding. All representation in a matter in litigation is excluded.
- II. Legal pleadings, formal representation, and court filings and appearances are specifically excluded, and are subject to a separate arrangement between Member and Provider Attorney.
- III. Telephone consultations may not include discussion of any of the following:
  - a. Tax-related matters;
  - b. Intellectual property matters;
  - c. Personal or non-business/construction related services; and
  - d. Acting as counsel in litigation.
- IV. The following items and matters are specifically prohibited from the Legal Plan, and are not to be considered or treated as Plan Benefits.



- a. Any lawsuit or legal action that directly or indirectly involves Levelset, or any of its affiliates, directors, agents, or employees;
- b. Any lawsuit or legal action by a Plan Member that directly or indirectly involves any other Plan Member in any Plan Group;
- c. Any matter involving the laws of jurisdictions outside of the United States or its subdivisions;
- d. Any matter that, in the Plan Attorney's opinion, is frivolous in nature or objective;
- d. Any case matter or requested service that is determined by the Plan Attorney to lack sufficient merit to warrant pursuit, or that the Plan Attorney decides has been raised an inordinate or unreasonable number of times without a change in circumstances; or
- e. Any matter resulting in violation(s) of the law, constituting illegal activity, furthering illegal activity, and/or tantamount to harassment.

V. The following items and matters are specifically excluded from the Legal Plan; provided, however, that a Plan Attorney may, at his or her sole discretion and risk, disregard one or any of these exclusions. a. Any lawsuit or legal action that directly or indirectly involves any Plan Attorney providing legal services under the Legal Plan;

- a. Any lawsuit or legal action that resulted in the prior recruitment or retention by the Plan Member of another attorney;
- b. Any appeal to an appellate court (i.e., not a trial court); and
- c. Court and runner fees.

**5. Contact for Plan Subscriber.** At all times Plan Attorney will exercise independent professional judgement. Plan Subscriber to designate one contact from its business. Plan Attorney will have no obligation to discuss any issue with anyone other than the Plan Subscriber's designated individual contact.

**6. Fees and Payments.** Fees for attorney services not provided pursuant to a Legal Plan subscription shall be paid directly to the Plan Attorneys. Plan Attorneys are not employees or agents of Levelset, and have no financial obligation to Levelset.

**7. Attorney-Client Relationship with Plan Subscribers.** You agree to accept as client(s) each Plan Subscriber referred to you by Plan Sponsor, absent any issues that, in your sole and absolute discretion, prevent legal representation. Nothing in this Agreement is intended to infringe upon the Plan Attorney's independent professional judgment. Upon acceptance as a client, at all times when acting on behalf of, providing services to, or communicating with a Plan Subscriber, you agree that you will stand in an attorney-client relationship with the Plan Subscriber, and that you will owe that Plan Subscriber all the duties, responsibilities and obligations that arise from this attorney-client relationship. Attorney acknowledges that it is the responsibility of the Plan Attorney to collect from individual Plan Members all legal fees, costs and other related expenses involved in handling the Plan Member's matter(s) (beyond those services enumerated in Paragraph 3, above, "Providing Legal Services to Legal Plan Subscribers"), and that such legal fees, costs and expenses are not billable to, nor become the obligations of Plan Sponsor under any circumstance. Plan Attorney also understands and acknowledges that Plan Members are free to obtain legal services from any attorney of his or her choice independent of the arrangement between the Plan Attorney and Plan Sponsor.

**8. Exercise of Professional Judgment.** You are obligated at all times to exercise your independent professional judgment in assessing, offering, or refraining from offering, legal services to Plan Subscribers. Other than purely administrative matters such as scheduling consultations, Plan Sponsor will not place any conditions, restrictions or controls on how you perform legal services, and Plan Sponsor will never prevent or seek to prevent you from exercising your independent professional judgment.

**9. Ensure that All Matters are Within Your Area of Professional Competence.** For each legal matter that you handle, including but not limited to, telephone consultations and document review, you must make an independent assessment that you have the professional competence to provide legal services regarding that matter.

Levelset Legal Plan will never:

- I. Require you to take on a matter that is outside your area of professional competence;
- II. Penalize you or subject you to any negative consequences for abstaining from taking on a matter for which you, in good faith, believe you do not have professional competence; or
- III. Penalize you for communicating to the Plan Subscriber that he or she would be better served by seeking other legal counsel provided that, in the event you decide not to take on a matter, subject to the requirements imposed by the attorney-client privilege, you promptly inform Levelset Legal Plan of your decision.

You agree to return telephone calls, emails and other correspondence from Plan Members within one business day of receipt or within a reasonable time otherwise. Plan Attorney further agrees to maintain a legal practice and appropriate staffing generally sufficient to provide good service to Plan Members, be reasonably available to Plan Members and to Levelset inquiries, and otherwise to provide an appropriate and professional client experience to Plan Members consistent with high legal and customer service levels. You further agree to handle any matters for which you are retained in a timely and professional manner and consistent with the Rules of Professional Conduct in the jurisdiction(s) in which you practice.

**10. Independent Contractor Status.** You are entering into this Agreement as an Independent Contractor. Nothing in this Agreement is intended to create an employment, agency or joint venture relationship between you and Plan Sponsor.

**11. No Guarantees Regarding Nature of Matters Presented.** Plan Sponsor makes no guarantees, representations or promises to you regarding the quantity, quality, or nature of the legal matters referred to you through the Plan Sponsor Legal Plan.

**12. Indemnification.** You are solely responsible for the legal services that you provide to Plan Subscribers. You agree to defend, indemnify, and hold Plan Sponsor harmless from any and all liability or alleged liability that may arise out of your acts or omissions in the performance of the services and the carrying out of your obligations under the terms and provisions of this Agreement. Plan Sponsor is solely responsible for its contractual relationships with its Plan Subscribers. Plan Sponsor shall defend, indemnify and hold Plan Attorney harmless from any and all liability or alleged liability that may arise out of such contractual relationships. "Liability" includes, without limitation, any and all costs and expenses incurred, including reasonable attorney's fees and court costs. "Alleged Liability" includes any and all claims and demands.

**13. Cooperating in Resolving Plan Subscriber Complaints.** You agree that, if Plan Sponsor receives a complaint from a Plan Subscriber concerning or relating to you, or concerning or relating to services offered by you, that you will cooperate fully with Plan Sponsor in investigating and resolving the complaint subject to the requirements of attorney-client privilege.

**14. Compliance with Applicable Rules of Professional Conduct.** Nothing in this Agreement is intended to avoid or replace the disciplinary jurisdiction of your State Bar or other applicable disciplinary body in the State (or States) in which you are licensed. You agree that you will, at all times, comply with all applicable rules of professional conduct and professional responsibilities.

**15. Access to Proprietary Information, Technology, and Materials.** Levelset Legal Plan grants Plan Attorney the non-assignable, non-exclusive right and license to use the Levelset platform to the extent required for Plan Attorney to provide Plan Members with the Member Benefits, Legal Services or other, related legal services contemplated hereunder. Each Party acknowledges and agrees that the other has developed certain information, technology, and materials, including, but not limited to, lists of Plan Subscribers; systems, forms and procedures; and software and related technologies, all of which are highly confidential and proprietary. Each Party further agrees not to disclose or use this highly confidential and proprietary material except in furtherance of this Agreement and as permitted under this Agreement. In addition, Plan Sponsor shall not refer to, or identify, Plan Attorney in any of its advertising, marketing or promotional materials, or in any communication of any nature other than one in which an existing Plan Subscriber is given Plan Attorney's contact information.

**16. Terms of Use.** Notwithstanding the foregoing, it is expressly understood that any use of the Levelset software or Levelset web properties, including but not limited to the "Attorney Network," by Participating Attorney, or Participant Attorney's client(s), whether prior to or subsequently to the execution of this Agreement, shall be governed by the Levelset Terms of Use as set forth at [levelset.com/terms-of-use](http://levelset.com/terms-of-use).

**17. Arbitration.** In the event of a dispute, you and Plan Sponsor agree to submit the matter to arbitration to be conducted in Austin, Texas in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The results of any arbitration shall be binding on both Parties, and judgment upon the award given by the arbitration may be entered in any court of competent jurisdiction. The Parties further agree that this shall be their exclusive and non-appealable remedy.

**18. Malpractice Insurance.** Each Provider Attorney must submit a letter of good standing from their practicing state bar and proof of a minimum of \$250,000 of malpractice insurance.

**19. Termination.** This Agreement may be terminated at any time, without cause or penalty, by either party giving at least thirty (30) days prior written notice, with the effective date of termination to be on the last day of the first calendar month following the month in which said notice is received. Notwithstanding the foregoing, any Party may terminate this Agreement upon the material breach by the other Party of any covenant, term or condition hereof, provided the breaching party first receives written notice of such breach and fails to remedy same within ten (10) days after receipt of written notice thereof, or if the breaching Party fails to commence remedying such breach within said ten (10) day period if such breach cannot be reasonably remedied within the ten (10) days otherwise.

**20. Headings; Neither Party Deemed Drafter.** The Headings are for convenience and shall not otherwise be



considered a part of the Agreement. The Parties agree that this Agreement shall not be construed against any party due to its drafting hereof.

**21. No Waiver.** No waiver of default by any party of any term, covenant or condition hereof to be performed or observed by the other party shall be construed as, or operate as, a waiver of any subsequent default of the same or any other term, covenant or condition hereof.

**22. Severability.** If any provision of this Agreement is held to be invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect to the maximum extent permitted by law.

**23. Entire Agreement.** This Agreement constitutes the entire agreement between you and Plan Sponsor, and supersedes all prior or contemporaneous agreements, representations, and understandings, written or oral. This Agreement may not be modified or amended except in writing signed by both you and Plan Sponsor.

**Levelset Legal Plan Plan Attorney**

By: \_\_\_\_\_

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

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_