

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**BEFORE THE SUPREME COURT**

**STATE OF NEVADA**

IN THE MATTER OF PETITION OF  
EXPRESS LIEN, INC. DBA LEVELSET,  
PURSUANT TO SCR 42.5

Petitioner

Docket No.: 84604

Electronically Filed  
Jul 18 2022 03:49 p.m.

Elizabeth A. Brown  
Clerk of Supreme Court  
**REPLY IN SUPPORT OF THE  
VERIFIED PETITION OF EXPRESS  
LIEN, INC. DBA 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. dba Levelset (hereinafter the "Petitioner") submitted its Verified Petition of Express Lien, Inc. DBA Levelset for Approval to Offer Group Legal Services and hereby submits its Reply to the State Bar of Nevada's Response and Recommendations, filed with this court on June 27, 2022.

**I. Reply to Response and Recommendations**

In the Response and Recommendations, the State Bar outlines four (4) additions or alterations that it is recommending for inclusion in the Levelset Provider Attorney Agreement. They are listed as follows:

6. A. SCR 42.5(5)(c)(2): "No unlicensed person will provide legal services under the arrangement." Language in the PAA deals with the requirement that an attorney must be licensed to practice law in the applicable jurisdiction. However, Petitioner did not include the above specific language stating that no unlicensed person will provide legal services.

6. B. SCR 42.5(c)(5): "All parties agree that in providing legal services, the lawyer must comply with all the disciplinary rules contained in the code and all other rules of the court." The PAA states that the attorney will comply with the "duties, responsibilities and obligations" required when representing a client. However, specific language regarding the necessity of complying with disciplinary rules is also required.

6. C. SCR 42.5(5)(c)(7): "Any publicity given by the organization to its members will not describe the lawyer beyond giving his (or her) name, address, and telephone number and such other information as may be required to facilitate the access of a member to the services of the lawyer; and any publicity disseminated by the organization to non-members will not identify the lawyer." The Petition refers to SCR 42.5( c )(7) requirements regarding publicity, but no such language is in PAA and, therefore, should be added to the agreement.

1 6. D. SCR 42.5(c)(8): "The agreement will be terminated in the event of any substantial  
2 violation of the foregoing provisions." The PAA contains generic language about automatic  
3 termination upon "the material breach" of the agreement. However, the above language is  
4 needed to place both parties on notice that the agreement shall be terminated if substantial  
5 violations of conditions required by SCR 42.5(c) occur.

6 Pursuant to the State Bar of Nevada's Response and Recommendations, Levelset concurs  
7 with analysis of the Response and each of the four (4) outlined recommendations have been  
8 implemented in the revised Attorney Agreement for Levelset Provider Attorney Agreement, which  
9 is attached hereto as **Exhibit 1** as follows:

- 10 1. 6.A and 6.B have been incorporated by adding two additional sentences to Paragraph 14  
11 on page 3;
- 12 2. 6.C has been incorporated by adding an additional sentence to the beginning of Paragraph  
13 5 on page 2;
- 14 3. 6.D has been incorporated to the end of Paragraph 19 on page 3;

15 These changes comply with the Recommendations of the State Bar of Nevada and the  
16 revised contract submitted hereto as **Exhibit 1** will replace the contract originally submitted.

## 17 **II. Conclusion**

18 Based on the foregoing, Petitioner Levelset hereby agrees with the recommendations of the  
19 State Bar of Nevada and has made the changes as outlined in the Response and Recommendations.

20 DATED this 18<sup>th</sup> day of July, 2022.

21 Submitted by

22 CONNELL LAW

23 Christopher S. Connell

24 Christopher S. Connell, Esq.

25 Nevada Bar No.12720

26 7318 W. Post Rd., Suite 203

27 Las Vegas, Nevada 89113

28 (702) 266-6355; Fax: (702) 829-5930

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

Local Counsel for Petitioner

# **EXHIBIT 1**

## 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. Attorney Publicity to Members, Independent Judgment and Plan Subscriber Contact.** Any publicity given by the organization to its members will not describe the lawyer beyond giving his name, address, and telephone number and such other information as may be required to facilitate the access of member to the services of the lawyer; and any publicity disseminated by the organization to non-members will not identify the lawyer. 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 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. No unlicensed person will provide legal services under the agreement. All parties agree that in providing legal services, the lawyer must comply with all the disciplinary rules contained in the code and all other rules of the court.

**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. In addition, and notwithstanding the foregoing, the agreement will be terminated in the event of any substantial violation of the provisions regarding unlicensed persons providing legal services (§ 14, above); the lawyer's compliance with all the disciplinary rules contained in the code and all other rules of the court (per § 14, above); and with the publicity restrictions (per § 5, above).

**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: \_\_\_\_\_

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

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

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

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

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

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

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