



The Veritas Legal Expense Plan

**PARTICIPATING
ATTORNEY HANDBOOK**

Updated: 9/7/16

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.

Client Referral

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 the members monthly accumulation amount, the amount accumulated, a copy of the summons, the members Acknowledgement/ Authorization form and contact information for the member as well as their Referring Company, if one is involved. Participating attorneys will provide an initial consultation to these clients at no charge.

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 who requests services or is 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 as long as 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 and fees for the service of a subpoena.

AGREEMENT OF PARTICIPATING ATTORNEY

This is an agreement between The Veritas Pre-Paid Legal Expense Plan and the undersigned Attorney (Attorney) to participate as a participating attorney of the Veritas Legal Plan to provide prepaid legal services to referred 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 with regard to 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.

In order 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. in accordance with VERITAS LEGAL PLAN, INC.'s fee schedule as referenced in this agreement.

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 submit any dispute concerning fees owed by VERITAS LEGAL PLAN, INC., to binding arbitration by a Fee Arbitration Committee established pursuant to Florida* Business and Professions Code, in the county of Palm Beach. Although local fee arbitration committees were not established to resolve disputes between an attorney and a lawyer referral service, Attorney acknowledges that submitting such disputes to such a committee will provide both Attorney and VERITAS LEGAL PLAN, INC. with a fast, economical and private way to resolve the disputes and Attorney waives any objection to the jurisdiction of such a committee to process such disputes. 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. 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.

Attorney agrees to waive any and all claims against Veritas Legal Plan, Inc., its officers, directors, agents, and employees, for any and all liability or loss arising out of the operation of the VERITAS LEGAL PLAN, INC. program or the referral of clients pursuant to this agreement.

Nothing herein shall abrogate, modify, or waive any of the terms and conditions of the policies of VERITAS LEGAL PLAN, INC.

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.

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 completion of the entire matter 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.

REDUCED FEE BENEFIT - For those areas of law for which you are a Network Attorney, if the matter is non-covered in their 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 - ALL COVERED MATTERS BELOW INCLUDE PAYMENT FOR 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.

If you accept the matter, the \$25 consultation fee will automatically be included with your payment at the end of the matter. If you receive payment for initial consultation and subsequently submit a claim for covered representation on the same matter, you will receive the amount listed below less any amount already paid for initial consultation.

CONSULTATION CALL FOR ALL COVERED MATTERS (Phone or Office Visit)	\$25
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CONSUMER MATTERS

Consumer Protection

Correspondence and Negotiation	\$250
Filing of Suit, Ending in Settlement or Judgment (without trial)	\$750
Trial Supplement*, Negotiate and Settlement	\$10,000*

Small Claims Assistance

Counseling on Preparing Small Claims Complaint and Trial Preparation	\$250
Correspondence and Negotiation	\$250

Defense of Civil Damages – Plaintiff or Defendant

Negotiation and Settlement	\$250
Plus Trial Supplement*, Negotiate and Settlement	\$10,000*

Personal Property Disputes

Negotiation and Settlement	\$250
Filing of Suit, Ending in Settlement or Judgment (without trial)	\$550
Plus Trial Supplement*, Negotiate and Settlement	\$10,000*

Residential Contractor Disputes

Negotiation and Settlement	\$250
Filing of Suit, Ending in Settlement or Judgment (without trial)	\$550
Filing of Suit, Ending in Settlement or Judgment (with trial)	\$10,000*

CRIMINAL MATTERS

Criminal/Administrative Regulatory Protection

Negotiated plea without trial	\$460
Misdemeanor proceedings – except DWI - with trial	\$900
Felony defense proceedings – excluding traffic - with trial	\$2,000

Expungement \$350

Habeas Corpus \$600

Juvenile Court Proceedings

Negotiated plea without trial (misdemeanor or felony)	\$400
Misdemeanor (with trial)	\$610
Felony (with trial)	\$1,200
Parental rights	\$400

EMPLOYMENT MATTERS

Employment Related Administrative Hearings \$1,000

Employment Related Criminal Proceedings

Negotiated plea without trial	\$460
Misdemeanor proceedings – except DWI - with trial	\$900
Felony defense proceedings – excluding traffic - with trial	\$2,000

Employment Related Civil Proceedings

Legal services, including advice, negotiation and office work prior to or without court	
Per hour (up to a case maximum of 4 hours)	\$100 per hour
Court representation as a defendant, including all preparations	\$1,800

ESTATE PLANNING MATTERS

Estate Administration/Probate 1.25% of Assets, with a minimum payment of \$1000, up to \$4000 max.
(Those assets that at the time of death are subject to the state's probate rule)

Protection of Inheritance Rights \$600

Trusts – Revocable or Irrevocable

Including drafting of any deeds prepared contemporaneously with the trust documents.

Amendment/modification of covered trusts	\$200
Representation of individual	\$410
Representation of member and spouse/partner	\$520

Wills and Testamentary Trusts

And any and all estate planning documents drafted in conjunction with the will or trust.

Standard or complex will package – member and spouse/partner	\$480
Standard or complex will package – single testator	\$405

FAMILY MATTERS

Adoption Proceedings

Uncontested	\$525
Contested	\$1,000

Surrogacy Agreement

Information gathering, document review, correspondence/communication and research	\$200
Execution of Agreement	\$1,000

Dissolution of Marriage – Uncontested Only

\$800

Domestic Violence Protection Order

\$400

Guardianship/Conservatorship

Information gathering, document review, correspondence/communication and research	\$200
Uncontested	\$600
Contested	\$960

Guardianship/Conservatorship

Annual Accounting (Annual financial review and filing of report with the court)	\$200
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Name Change

\$300

Post Decree

Uncontested Motions to Modify/Enforce/Initiate – Plaintiff or Defendant	\$380
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Post Decree

Contested Motions to Modify/Enforce/Initiate – Plaintiff or Defendant	
Per hour (see case confirmation document for maximum number of hours)	\$100 per hour
(Reduced fee agreement applies for hours over coverage document maximum)	

Post Decree – Contested Motions to Modify/Enforce/Initiate – Plaintiff or Defendant

Contested child custody / visitation	\$1,200
Contested child support	\$800
Contested alimony	\$485

Prenuptial/Postnuptial Agreements

\$410

FINANCIAL MATTERS

Bankruptcy - Personal - Non-Business

Chapter 7	\$800
Chapter 13	\$1,200
Amendment (Addition of a debt post discharge)	\$300

Credit Records Correction

\$200

IRS Audit Protection/IRS Collection Defense/State Tax Audit

Single year matter without appearance at hearings	\$500
Single year matter with appearance at hearings	\$700
Multi-year matter without appearance at hearings	\$750
Multi-year matter with appearance at hearings	\$950

Debt Collection Defense

Negotiation and Settlement	\$250
Negotiation and Settlement after Complaint and Answer filed	\$350
Wage Garnishment	\$450

Additional Debt Collection Defense Services:

Propound Discovery (rogs/docs/RFA/bill of particulars)	\$100
Answer Discovery	\$100
Small Claims Consultation	\$100
Deposition	\$100
File/Attend Case Mgmt. Conference	\$100
File to Vacate Motion/Order	\$100
File to Compel Discovery	\$100
File for Continuance	\$100
File for Dismissal	\$100
Trial Subpoena	\$100
Trial Appearance	\$325
Post Judgment Filings	\$100
**Vacating Judgment	\$900

*Includes filing answer to summons, and request for extension.

**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.

REAL ESTATE MATTERS

Landlord / Tenant Matters

Negotiation and Settlement	\$250
Filing of Suit, Ending in Settlement or Judgment (without trial)	\$550
Plus Trial Supplement*, Negotiate and Settlement	\$10,000*

Neighbor Disputes

Negotiation and Settlement	\$250
Filing of Suit, Ending in Settlement or Judgment (without trial)	\$550
Plus Trial Supplement*, Negotiate and Settlement	\$10,000*

Real Estate Disputes

Negotiation and Settlement	\$250
Filing of Suit, Ending in Settlement or Judgment (without trial)	\$550
Plus Trial Supplement*, Negotiate and Settlement	\$10,000*

Real Estate – New Construction of Residence

Without attorney's attendance at loan closing	\$550
With attorney's attendance at loan closing	\$650

Real Estate – Refinance of Primary Residence

\$225

Real Estate – Sale or Purchase of Residence

Without attorney's attendance at loan closing	\$450
With attorney's attendance at loan closing	\$550

SPECIFIC DOCUMENT PREPARATION MATTERS

(\$50 per document up to a maximum payment of \$150, regardless of the number of documents needed)

Affidavit	\$50
Bill of Sale	\$50
Codicil or amendment/revision of will	\$50
Deed	\$50
Durable power of attorney – single testator	\$50
Durable power of attorney – member and spouse/partner	\$100
Installment Sale Contract	\$50
Landlord's Consent to Sublet or Assignment	\$50
Lease Application	\$50
Living will and/or healthcare power of attorney	\$50
Mortgage	\$50
Promissory Note	\$50
Termination of Lease Agreement	\$50
Warranty / Sale	\$50

TRAFFIC MATTERS

Driving Privilege Defense – Minor Traffic Offenses \$200

Driving Privilege Defense – Directly Resulting in Suspension

Analysis of Driving Record, Document Review, and Research	\$100
Non–DWI without trial	\$500
Non–DWI with trial	\$700
DWI without trial	\$700
DWI with trial	\$1000

Administrative Driving Privilege Suspension/Revocation Hearings

Without hearings	\$320
With hearings	\$420

IMMIGRATION MATTERS

Immigration Matters

Preparing Forms and Hearing Preparation, includes submission	\$200
Completion without Hearing Appearance	\$400
Completion with Hearing appearance	\$650

***Plus Trial Supplement – In addition to fees indicated for trials, we will pay one half the attorneys hourly rate for representation in trial beyond the second day of trial for a maximum of \$800 per day up to \$10,000 total trial expenses.**

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: _____

AREAS OF EXPERIENCE:

FAMILY (Adoption, Divorce, Post Decree, Guardianships, Domestic Partner) YES _____

FINANCIAL (Bankruptcy, Debt Collection Defense) YES _____

REAL ESTATE (Purchase/sale, Landlord-Tenant defense, Title Disputes) YES _____

LITIGATION (Civil Litigation, Consumer, Admin Hearings, Personal Injury) YES _____

CRIMINAL (Misdemeanors, Felonies, Juvenile) YES _____

TRAFFIC (DUPS, Driving privileges, Traffic Tickets) YES _____

WILLS & PROBATE (Wills, POAs, Living Wills, Living Trusts, Probate) YES _____

GENERAL PRACTICE AREAS:

Estate Planning _____ Elder Law _____ Special Needs _____ Trusts _____

Immigration _____ Tax Audits _____ Property Tax Assessments _____

Number of attorneys in firm: _____ Number of Support Staff _____

Coverage Area: Entire State: Yes _____ No _____

Additional States Licensed: _____ / _____ / _____ / _____ / _____ / _____ / _____ / _____ / _____

Counties _____, _____, _____, _____, _____, _____, _____

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

_____ W-9

_____ Attorney Certification for Participation in Prepaid Legal Services Plan*** (North Carolina Attorneys only)

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

Or mail to: Veritas Legal Plan, Inc. 639 E. Ocean Ave – Suite 205, Boynton Beach, FL 33435

*****Required for all North Carolina Attorneys only**

Attorney Certification for Participation in Prepaid Legal Services Plan

I, _____, am an attorney participating in the Veritas Legal Plan, which is registered or is seeking registration with the North Carolina State Bar as a prepaid legal services plan. I am not an employee, director, or owner of the plan.

I understand that registration does not constitute approval by the State Bar. I also understand that the plan may not operate in any capacity in North Carolina until it is registered by the North Carolina State Bar and that I may not provide services under a plan until it is so registered.

I certify that I have read the provisions of Rule 7.3(d) and understand my professional obligations regarding participation in the plan.

I understand that I must investigate and have a good faith belief that the plan is being operated in compliance with the Rules of Professional Conduct and all other pertinent rules of the State Bar. The Rules of Professional Conduct require, among other things, that as an attorney participating in the plan, I must do the following: maintain professional independence; preserve the confidences of clients; avoid conflicts of interest; not improperly share fees; not aid the unauthorized practice of law; and comply with the rules on advertising and solicitation.

Having thoroughly investigated this plan in accordance with the requirements of the North Carolina Rules of Professional Conduct, including the plan’s contracts, advertising and marketing materials, terms and conditions, documents, fee schedule and division, services offered, and registration status, I hereby certify that it is my good faith belief that (1) this plan meets the definition of a prepaid plan pursuant to 27 N.C. Admin. Code Chapter 1, Subchapter E, §.0303 of the North Carolina State Bar Regulations for Organizations Practicing Law, and (2) my participation herein will not lead me to violate the North Carolina Rules of Professional Conduct.

Attorney’s Printed Name

Attorney’s NC Bar Number

Attorney’s Address

Attorney’s Phone Number

Attorney’s Signature

State of: _____
_____ COUNTY

Sworn to and subscribed before me
this the _____ day of _____, 20____.

Notary Public

My commission expires: _____

Note: The certification form must list the specific plan in which the certifying attorney is participating. If the certifying attorney is participating in several plans that are under the direction or management of one entity, the attorney must complete a certification form for each specific plan.