

LIMITED LIABILITY COMPANY OPERATING AGREEMENT
OF
OSHALA LAW, Ltd.

This **Operating Agreement** (the "Agreement") is made and entered into as of **04-APRIL-2025**, by and between **Kay_Jee** (the "Sole Owner" or "Manager") and **Oshala Law, Ltd.** (the "Firm"), a limited liability company organized under the laws of the Commonwealth of Redmont.

ARTICLE I: FORMATION AND PURPOSE

1.1 Formation: The Firm is organized as a limited liability company according to the laws of the Commonwealth of Redmont.

1.2 Formation Date: The Firm was first created in-game, on the 20th of March, 2025, upon execution of the following command: `/db create Oshala`

1.3 Name: The name of the Firm shall be **Oshala Law, Ltd.**

1.4 Principal Office: The principal office of the Company shall be located at **c267:vm-044**, Reveille, Redmont.

1.5 Purpose: The Firm is a **Law Firm**, in compliance with applicable laws. The purpose of the Firm is to stand for justice; to defend the rights and interests of its clients, approaching each one with patience, kindness and compassion.

ARTICLE II: OWNERSHIP AND MANAGEMENT

2.1 Ownership:

(a) The Firm is solely owned by **Kay_Jee**, who holds a 100% ownership interest in the Firm.

2.2 Management Structure:

(a) The Firm shall be **manager-managed**, with **Kay_Jee** designated as the sole Manager.

(b) The Manager shall have full authority to manage and operate the Firm, including but not limited to making business decisions, entering into contracts, and delegating responsibilities as outlined in this Agreement.

2.3 Delegation of Responsibilities:

(a) The Sole Owner reserves the right to delegate business decision-making responsibilities to any employee of the Firm through:

- (i) A written employment contract;
- (ii) An amendment to this Operating Agreement; or
- (iii) Any other written formal agreement specifying such delegation.

ARTICLE III: CAPITAL CONTRIBUTIONS

3.1 Initial Contributions:

(a) The Sole Owner has contributed the following initial capital to the Firm:

Kay_Jee: \$5000.

3.2 Additional Contributions:

(a) The Sole Owner may, at their discretion, make additional capital contributions to the Firm as needed.

ARTICLE IV: PROFIT AND LOSS DISTRIBUTION

4.1 Profit Distribution:

- (a) All profits of the Firm shall be distributed to the Sole Owner.
- (b) The Sole Owner may, at their discretion, distribute the profits of the Firm as deemed appropriate, with no set limitations.
- (c) The specifics of such distributions, including any allocations to employees, shall be outlined in their respective employment contracts.

4.2 Loss Allocation:

- (a) The Sole Owner shall bear all losses of the Firm, except in instances where the wrongful conduct of an employee is the sole and direct cause of such losses.
 - (b) In cases of employee wrongful conduct, the employee responsible shall bear a portion of the losses, as outlined in their employment contract.
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ARTICLE V: TRANSFER OF OWNERSHIP

5.1 Transfer Restrictions:

- (a) The Firm shall remain solely owned by **Kay_Jee** until such time as the Sole Owner chooses to transfer part or all of the ownership interest to another entity.
 - (b) Any transfer of ownership interest shall be documented in writing and shall comply with the laws of the Commonwealth of Redmont.
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ARTICLE VI: LEGAL COMPLIANCE

6.1 Licensing Requirements

All lawyers employed by the Firm must maintain active Solicitor, Barrister, or Attorney qualifications under the **Modern Legal Reform Act (MLR Act)**. The Firm shall verify credentials:

- (a) Prior to employment;
- (b) Upon the Department of Education's release of new legal examinations requiring recertification.

6.2 Supervision Protocol

Non-Attorney practitioners may only represent clients when:

- (a) Supervised by a designated Firm Attorney;
- (b) The Attorney reviews all filings and appearances; and
- (c) The Attorney assumes responsibility per Section 7 of the MLR Act.

6.3 Conflict Disclosure

Employees must immediately disclose potential conflicts of interest to the Manager. The Firm shall withdraw from representation if a conflict exists under Section 8(3) of the MLR Act.

ARTICLE VII: DISPUTE RESOLUTION

7.1 Mediation and Arbitration:

- (a) Any disputes arising under this Agreement shall first be resolved through mediation.
 - (b) If mediation is unsuccessful, the dispute shall be resolved through binding arbitration in accordance with the laws of the Commonwealth of Redmont.
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ARTICLE VIII: INDEMNIFICATION

8.1 Indemnification of Employees:

(a) The Firm shall indemnify and hold harmless all employees from any claims, liabilities, damages, or expenses arising from wrongful actions taken by the Firm, provided that such actions were taken under the direction of the Sole Owner or in accordance with delegated responsibilities.

(b) This indemnification shall not apply to:

(i) Actions outside the scope of employment;

(ii) Conduct resulting in penalties under the MLR Act, including:

(1) Legal Malpractice (Sec. 8(2));

(2) Conflict of Interest (Sec. 8(3)); or

(3) Breaches of Attorney-Client Privilege (Sec. 8(4)).

(iii) Other violations of applicable laws;

ARTICLE IX: MISCELLANEOUS

9.1 Amendments:

(a) The Sole Owner may amend this Agreement at any time if deemed necessary.

(b) Material amendments must be disclosed to the Department of Commerce and any other relevant parties

9.2 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Redmont.

9.3 Severability: If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

[SECTION LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first written above.

SOLE OWNER AND MANAGER:

Kay_Jee

Signature:

A handwritten signature in black ink that reads "Kay Jee". The signature is written in a cursive style with a horizontal line above the name.

Date: 04-APRIL-2025