

# EOLDN Rules for Participating Lawyers and Law Firms

## About EOLDN

The Election Official Legal Defense Network (“EOLDN”) is a project of the nonpartisan, nonprofit Center for Election Innovation & Research (“CEIR”). EOLDN connects licensed, qualified, pro bono attorneys with election officials who need advice or assistance. To be eligible, election officials either must be (or have been) a recognized governmental election authority or acting under the supervision of a recognized governmental election authority. Anyone acting under the supervision of a political party (e.g., a partisan poll watcher) is not eligible. This service is available regardless of the election official’s political affiliation, or whether they work in a blue or red state or county. EOLDN is part of CEIR’s overall work of restoring trust in the American election system and promoting election procedures that encourage participation while ensuring election integrity and security.

EOLDN’s network consists of individual lawyers and law firms who have agreed to identify lawyers to provide assistance to election officials. This network of lawyers and law firms provides pro bono representation to present or former election officials who are or have been harassed or threatened or face civil or criminal penalties or adverse employment consequences as a result of state laws. **EOLDN is not a Legal Referral Service; there is no fee to participate, and representation must be pro bono.** Our goal is to match clients with lawyers.

Those seeking help from EOLDN may be facing difficult and stressful circumstances and may feel very isolated. They may be concerned that their job is at risk or they may be scared for their safety and the safety of their families. Matters might need urgent attention. EOLDN’s goal is to match lawyers with clients as efficiently as possible and to do what we can as a matching service to ensure that clients receive prompt, responsive, timely, and competent legal representation. The rules for participating lawyers and participating law firms are meant to help EOLDN carry out this goal as effectively as possible.

If you have any questions, please contact us at [help@eoldn.org](mailto:help@eoldn.org).

Below are the rules participating lawyers and participating law firms must follow to be part of EOLDN. First some definitions:

- **“Participating Lawyers” or “PLs”** are individual lawyers who sign up to participate in EOLDN, independent of their firm as a whole and regardless of whether their firm is a **Participating Law Firm**.
- **“Participating Law Firms” or “PLFs,”** are law firms that sign up to participate in EOLDN.
- **“PLF Assigned Attorney(s)”** are lawyers who are assigned to a matter by a PLF.

## Participating Lawyers or Participating Law Firms Eligibility

To be part of the EOLDN, Participating Lawyers must meet the following requirements, and Participating Law Firms must be able to identify PLF Assigned Attorney(s) who meet these requirements and are willing to abide by these rules.

- Be licensed to practice law in at least one state or the District of Columbia.
- Be engaged in the private practice of law as their primary occupation, either full or part-time.
- Be in good standing in all jurisdictions in which they are admitted to practice law and have not been subject to discipline in at least the last five (5) years preceding their application admission to participate in EOLDN.
- Have at least five (5) years’ experience practicing law. However, attorneys with three (3) or four (4) years of experience may participate in EOLDN, provided they are supervised by a more senior attorney.
- PLs must have and PLFs must carry on behalf of their PLF Assigned Attorney(s) lawyers professional liability insurance in an amount not less than \$250,000 per claim/\$500,000 aggregate. PLs/PLFs shall provide satisfactory evidence that such coverage is in full force and effect if requested by EOLDN.
- Commit to providing all legal services pro bono for EOLDN-matched clients. Participating Lawyers and Participating Law Firms, may, however, seek reimbursement from clients for reasonable expenses related to the representation such as court filing fees, travel costs, and research expenses, to be negotiated between the Participating Lawyer/Participating Law Firm and client directly.
- Be able to hold private and confidential meetings, either in-person or on-line.
- Not discriminate on the basis of race, color, religion, creed, sex, age, marital status, national origin, mental or physical disability, political belief or affiliation, veteran status, sexual orientation, gender identity and expression, genetic information, and any other class of individuals protected from discrimination under state or federal law.

- Certify annually to these eligibility requirements to continue volunteering with EOLDN.

## Participating Lawyers/Participating Law Firms and Clients

- **EOLDN-Clients: No Attorney-Client Relationship:** PL/PLF understand that CEIR is not an organization engaged in the practice of law and is therefore not in an attorney-client relationship with clients and does not provide legal advice. Understanding that the communication between EOLDN/CEIR and clients are unlikely to be covered by privilege, EOLDN will take reasonable steps to protect the information it obtains from clients and their lawyers and will not share this information except with those assisting with the administration of EOLDN, unless required by law. In addition, to further protect privacy and confidentiality, EOLDN limits the information it collects from potential clients to what is necessary to match a client with a lawyer.
- **Initial Match Outreach Response Time:**
  - **PL Response Time:** When EOLDN contacts a PL about taking on a matter, the PL shall respond to EOLDN within no more than two (2) business days, unless the attorney has agreed to handle matters on an expedited basis and EOLDN has flagged the matter as urgent.
  - **PLF Response Time:** PLFs shall respond to EOLDN within no more than three (3) business days about whether they can take on a matter and, if so, provide the name and contact information of the PLF Assigned Attorney(s), unless they agree to an earlier timeframe in connection with an expedited matter.
- **Intake Meeting-Timing:**
  - Once the PL has agreed to do an intake meeting with the potential client, the PL will contact the client within no more than two (2) business days to set up the first meeting and more quickly if the matter is expedited.
  - Once the PLF has assigned the matter to a PLF Assigned Attorney(s), the PLF Assigned Attorney(s) will contact the client within no more than two (2) business days to set up the first meeting and more quickly if the matter is expedited.
- **Intake Meeting-Oversight:** The participating lawyer must be part of the intake meeting, even if other lawyers or staff from the PL's firm are also involved. An attorney supervising a PL or PLF Assigned Attorney with less than five-years experience must also participate in the intake meeting.
- **Hand-Back Procedures:** PLs and PLFs are not obligated to provide further legal service to a client after an intake meeting. The goal is to make a good

match and, for one reason or another, the PL/PLF and/or the client may decide not to move forward.

If the PL/PLF declines to move forward, the PL/PLF shall hand the matter back to EOLDN within two (2) business days of the intake meeting, with a brief explanation, if possible, why the match did not move ahead. However, if PLF Assigned Attorney(s) turn out not to be the right match for the matter, the PLFs are encouraged to try to identify alternative PLF Assigned Attorney(s) before handing the case back to EOLDN. If the client declines to be represented by the PL/PLF, it is the client's responsibility to notify EOLDN, although the PL/PLF may also do so, and EOLDN would appreciate hearing from the PL/PLF.

- **Conflict Clearance:** EOLDN will try to provide the information necessary to allow the PL/PLF to conduct a conflict check before agreeing to an intake meeting. However, EOLDN understands that information could emerge during an intake meeting that could lead to a need for a further conflict assessment. If a PL/PLF needs to hand back a case due to a conflict, the PL/PLF shall follow the hand-back procedures explained above.
- **Written Engagement Letters:** If the PL/PLF and client decide to engage after an initial consult, the PL/PLF must enter into a written engagement letter with client, even if engagement letters are not required by the ethics rules in the PL/PLF jurisdiction for pro bono representation.
- **Matter Responsibility/Transfer of Matter Responsibility:** By accepting a representation, the PL and the PLF Assigned Attorney(s) along, where applicable, with the supervising attorney are agreeing to retain ultimate responsibility and control of matter. However, if the PL is part of a firm, the PL may, in their discretion, involve other lawyers, staff, provided the PL retains control. Likewise, the PLF Assigned Attorney(s) may involve other firm resources in connection with the matter. If it ever becomes necessary or prudent for a PL or PLF Assigned Attorney(s) to transfer control of the matter to another attorney after conferring with the client, the PL/PLF shall notify EOLDN of such transfer in writing, providing, if possible, an explanation for why the transfer has occurred.

Examples of possible circumstances include the PL/PLF Assigned Attorney(s) leaving the firm, retiring from the practice of law, determining that the matter requires a different attorney in the lead, or withdrawing from the matter in accordance with the ethics rules of the relevant jurisdiction.

- **Ethics Rules/Other Applicable Laws:** By accepting a representation, the PL/PLF Assigned Attorney(s) is agreeing that they will undertake the representation in accordance with the ethical rules and other applicable laws

in the relevant jurisdiction. For example, the PL/PLF Assigned Attorney(s) agree that they are competent to practice in the relevant area of law and will communicate with clients and keep them informed and updated about their matter. A PL/PLF Assigned Attorney(s) shall provide its matched clients with the same level of service and consideration as a PL/PLF's paying clients. In addition, the PL/PLF understand that the client might be subject to laws, rules and regulations that could affect their ability to accept services that are provided without charge. Recently, for example, some states have enacted laws that may restrict the ability of election agencies and officials to receive private funds to support the administration of elections. These laws are commonly referred to as **private funding bans**. By accepting the representation, the PL/PLF has determined that they are permitted to provide pro bono legal services to the client under applicable gift, ethics, private funding ban or other laws, regulations, rules, policies, or procedures. Relatedly, EOLDN strongly encourages PL/PLF Assigned Attorneys to discuss these laws with the client as part of the intake process.

- **CEIR Role Acknowledgement:** The PL/PLF acknowledges that CEIR/EOLDN takes no position on the substance or merits of any request or legal matter. The PL/PLF must not state or otherwise suggest in communications, public or private, that CEIR/EOLDN has in any way endorsed an EOLDN-matched client's request or legal position. PL/PLF understands that as a public charity exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, CEIR may not participate or intervene in any political campaign on behalf of, or in opposition to, candidates for public office. CEIR shall deny any request it in its sole discretion believes constitutes illegal campaign intervention.

## Participating Lawyers/Participating Law Firms and EOLDN

- **Responsiveness:** PLs or, as applicable, the primary contact at a PLF, shall respond promptly to reasonable requests for information from EOLDN.
- **PL Administrative Contact:** The PL shall designate an administrative contact ("AC") on their sign-up form. The AC can be but does not have to be another attorney in the PL's firm but must be someone with whom the PL has an established relationship. The PL authorizes EOLDN to communicate if necessary, with the AC. The AC shall promptly notify EOLDN if the AC becomes aware of the PL's incapacitation, death, or temporary or permanent inability to fulfill the responsibilities of EOLDN participation. This rule does not apply if the PL is a solo practitioner.

- **PLF Point of Contact:** The PLF shall designate a primary and a back-up point of contact in the PLF questionnaire. Often but not always the PLF contacts are the firm's pro bono coordinator or manager. EOLDN shall primarily communicate with the firm's points of contact, unless the firm directs EOLDN otherwise.
- **Updating EOLDN:** PLs and PLFs must promptly provide written notice EOLDN of the following:
  - Changes to contact information, including address, email, telephone number
  - Changes to the PL's AC and/or AC's contact information or the PLF's points of contact and/or points of contact information
  - Changes in professional liability insurance coverage, if it would put the PL or PLF's below the minimum required for participation in EOLDN
  - If the PL or PLF Assigned Attorney(s) is cautioned, admonished, reprimanded, or disciplined by any disciplinary or grievance committee, agency, or court
  - If the PL or PLF Assigned Attorney(s) is currently under investigation concerning any allegation or professional misconduct or wrongdoing
  - Any other changes that could meaningfully affect the PL or PLF's eligibility or ability to participate in EOLDN.
- **Temporary Unavailability to Accept Matches:** PLs shall notify EOLDN in writing if, for four (4) or more weeks, they are going to be unable to accept matches due to case load, vacation, leave of absence, including the anticipated length of unavailability. Likewise, if a PLF will be unable to accept matches for any reason for four (4) or more weeks, the PLF shall notify EOLDN in writing.
- **Resignation from EOLDN:** A PL/PLF may resign from EOLDN by providing written notice including, if possible, the reason for the PL/PLF's resignation and the effective date of resignation. If a resigning PL/PLF still has an active matter as of the effective date of resignation, the PL/PLF shall either continue to handle that matter until it is resolved, or transfer matter responsibility as described above. If a resigning PL/PLF later wishes to rejoin EOLDN, the PL/PLF must submit a new sign-up form. If attorneys from a PLF have separately signed up to be part of EOLDN as Participating Lawyer, the PLF's resignation shall not affect the ability of those lawyers to continue to participate in EOLDN.
- **Match Disposition Report:** Within thirty (30) days after a matter's resolution, the PL/PLF shall inform EOLDN of the resolution, including a brief summary of how the matter resolved, for example, settlement, court order, mediated or arbitrated result.

- **Supporting EOLDN Assessment and Evaluation:** EOLDN is part of CEIR's overall work of restoring trust in the American election system and promoting election procedures that encourage participation while ensuring election integrity and security. To help CEIR assess the efficacy of its work, we ask that PLs/PLFs make every effort to participate in surveys and other information gathering about their experiences with EOLDN. In addition, PLs/PLFs shall authorize EOLDN/CEIR to contact matched clients to survey their experience with EOLDN. EOLDN will not request information covered by the attorney-client privilege and will not disclose individual-level information without the prior written consent of the PL/PLF and the client.
- **Suspension, Withdrawal, Removal and/or Other Action Affecting PLs:** EOLDN has the right to remove or suspend PLs/PLFs in its discretion. PLs will be automatically removed from EOLDN's list of attorneys if they are disbarred or suspended by the Bar or charge a matched client a fee for their services. If a PLF Assigned Attorney(s) is disbarred or suspended by the Bar, the PLF shall remove the PLF Assigned Attorney(s) from the matter and, if needed, assign a new PLF Assigned Attorney(s) to handle the matter. PLFs will be automatically removed from EOLDN if they charge a matched client a fee for their services. Other reasons for removal could include but are not limited to: failure to comply with eligibility requirements such as the professional liability insurance requirement; failure to certify compliance with eligibility requirements on an annual basis; failure to comply with these rules, including repeated failures to meet with or respond to clients in a timely fashion or to respond to EOLDN communications; serious and/or repeated complaints from clients or EOLDN staff; violations of applicable ethic or other rules or laws; conviction of a misdemeanor or felony in any jurisdiction; and engaging in conduct detrimental to EOLDN's goals and objectives.
- **PL/PLF Advertising:** A PL/PLF shall not participate in or allow any advertising or other promotional activity that refers to the PL's involvement in EOLDN, except that a PL/PLF may state that they volunteer with EOLDN on their website, in their bios, in connection with speaking engagements, etc.
- **Indemnity:** PL or PLF, as applicable, shall indemnify, defend, and hold harmless CEIR and its officers, directors, advisory committee members, employees, agents, affiliates, and contractors from and against any and all claims, liabilities, damages, losses, expenses, demands, suits, and judgments, including without limitation reasonable attorneys' fees and costs, arising from or relating to their representation of a EOLDN=matched client.
- **Rule Changes:** CEIR reserves the right to amend these rules from time-to-time. The date of any amendment will be reflected in the "Last Updated Date" above. EOLDN will notify PLs/PLFs and clients of changes by email.