

Operating Agreement of [Company Name], LLC
a California Limited Liability Company

This Operating Agreement (the "Agreement") is made effective as of [Effective Date], by and among the undersigned members (the "Members").

Article I: Formation

1. Formation. The Members hereby form a limited liability company ("LLC") pursuant to the California Revised Uniform Limited Liability Company Act (the "Act").
2. Name. The name of the LLC is [Company Name], LLC.
3. Principal Office. The principal office of the LLC shall be located at [Address].

Article II: Members

1. Initial Members. The initial Members of the LLC are:
 - [Member 1 Name]
 - [Member 2 Name]
 - [Additional Members]
2. Capital Contributions. Each Member has contributed the following capital to the LLC:
 - [Member 1 Name]: [Amount]
 - [Member 2 Name]: [Amount]
 - [Additional Members]: [Amount]

Article III: Management

1. Management. The LLC shall be managed by [its Members / a Manager appointed by the Members].
2. Authority and Duties of Manager(s). [If applicable, specify the authority and duties of the Manager(s)].

Article IV: Allocation of Profits and Losses

1. Profits and Losses. Profits and losses shall be allocated among the Members in proportion to their capital contributions.

Article V: Distributions

1. Distributions. Distributions shall be made to the Members at such times and in such amounts as determined by the [Members / Manager(s)].

Article VI: Valuation of Membership Interests

1. Valuation. In the event of the withdrawal, death, or dissolution of a Member, or upon any other event requiring the valuation of a Member's interest in the LLC, the value of the Member's interest shall be determined by an independent appraiser selected by the remaining Members. The cost of the appraisal shall be borne by the LLC.

Article VII: Transfer of Membership Interests

1. Transfer Restrictions. No Member may transfer their membership interest without the written consent of the other Members.

Article VIII: Pre-Suit Mediation and Arbitration

1. Pre-Suit Mediation. In the event of any dispute arising out of or relating to this Agreement, the Members agree to first attempt to resolve the dispute through mediation administered by a mutually agreed-upon mediator. The cost of mediation shall be shared equally by the parties. The mediation session may be attended in person or remotely.

2. Arbitration. If the dispute is not resolved through mediation within 30 days, it shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The decision of the arbitrator shall be final and binding on all parties. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Article IX: Miscellaneous

1. Amendments. This Agreement may be amended only by a written agreement signed by all Members.

2. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

3. Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

Signatures

IN WITNESS WHEREOF, the Members have executed this Operating Agreement as of the date first above written.

[Member 1 Name]

[Member 2 Name]

[Additional Members]