

OPERATING AGREEMENT

FOR

A CALIFORNIA MULTI-MEMBER LIMITED LIABILITY COMPANY
(MEMBER-MANAGED)

Effective Date: the [] day of [], 20 []

ARTICLE I — FORMATION AND ORGANIZATION

1.01 Formation

This LLC was formed by filing Articles of Organization (Form LLC-1) with the California Secretary of State, pursuant to Title 2.6 of the California Corporations Code (RULLCA). This Agreement governs the Company's affairs. Where this Agreement conflicts with RULLCA, this Agreement controls to the extent permitted by law.

Filing Date: the [] day of [], 20 []

1.02 Name

LLC Name:

[]

1.03 Registered Agent and Office

Registered Agent:

[]

Registered Office (physical street address, no P.O. box):

[]

1.04 Business Purpose

Specific Purpose (if any):

[]

The LLC may engage in any lawful business activity under Title 2.6 of the California Corporations Code (RULLCA) and all other applicable state and federal law.

1.05 Duration

Perpetual, unless dissolved per this Agreement or Title 2.6 of the California Corporations Code (RULLCA).

1.06 Principal Office

Address (physical street address, no P.O. box):

[]

ARTICLE II — MEMBERS

2.01 Members and Ownership

Member Name	Address	Contribution (\$)	% Interest

**(Attach additional pages as needed for LLCs with more than 4 members)*

2.02 Non-Liability

No Member is personally liable for Company debts, obligations, or liabilities pursuant to Title 2.6 of the California Corporations Code (RULLCA).

2.03 Compensation

Members are not compensated solely for being Members. Members may be compensated as employees, officers, or independent contractors by separate written agreement.

2.04 Other Business Activities

Each Member agrees not to engage in competing business activity that would materially diminish their ability to perform obligations to the Company.

Non-Compete Terms (if any):

ARTICLE III — CAPITAL CONTRIBUTIONS

3.01 Initial Contributions

As listed in Section 2.01.

Contributions due on or by: the [] day of [], 20 []

3.02 Additional Contributions

May be required by:

Majority vote Unanimous vote

3.03 Failure to Contribute

Remaining Members may by unanimous vote:

(a) Reschedule payment:

Late penalty (\$) or interest rate (%):

(b) Cancel the delinquent Member's membership (with refund of prior payments).

3.04 No Interest on Capital

No interest shall be paid on capital contributions.

3.05 Capital Accounts

Maintained per IRC regulations. Reflects contributions + profits – losses – distributions. Absent this

Agreement, § 17704.04(a)(1) of RULLCA would allocate profits and losses on an equal per capita basis regardless of capital contributed.

3.06 Withdrawal Restrictions

No withdrawal of capital except with written consent of all Members.

ARTICLE IV — PROFITS, LOSSES, AND DISTRIBUTIONS

4.01 Allocation

Profits, losses, income, gain, deduction, and credit allocated per each Member's percentage interest as listed in Section 2.01. No priority or preference among Members.

4.02 Distributions

Distributed per percentage interest, as decided by:

Majority vote Unanimous vote

Distribution Schedule:

The Company owes an annual minimum franchise tax of \$800.00 to the California Franchise Tax Board (FTB) regardless of revenue, payable using FTB Form 3522 by the 15th day of the fourth month following formation. The distribution schedule shall account for this obligation.

4.03 Tax Classification

Partnership (default) S-Corporation (IRS Form 2553)

Other classification (specify):

4.04 Tax Year

Calendar year Fiscal year ending:

Fiscal year end date (if selected):

4.05 Tax Matters Partner

Name:

4.06 Annual Returns

Copies of all returns and Schedule K-1 forms provided to each Member within 60 days of tax year end. The Company shall file FTB Form 568 annually with the California Franchise Tax Board.

4.07 Bank Accounts

Designated Member(s) authorized for banking:

Company funds shall NOT be commingled with personal funds of any Member or other person.

4.08 Title to Assets

All property shall be held in the Company's name, not in the names of individual Members.

ARTICLE V — MANAGEMENT (MEMBER-MANAGED)

5.01 Management by Members

Pursuant to Title 2.6 of the California Corporations Code (RULLCA), this Company is member-managed, which is the default under RULLCA. ALL Members participate in management. The management structure must be consistent with the Statement of Information (Form LLC-12) filed with the California Secretary of State through BizFile Online.

5.02 Voting

Each Member votes in proportion to percentage interest. "Majority" means combined votes exceeding 50% of total membership interests. Absent this Agreement, § 17704.04 of RULLCA would provide one equal vote per Member regardless of ownership interest.

5.03 Actions Requiring Unanimous Consent

The following actions require the unanimous written consent of all Members:

- Amending this Agreement Admitting new Members
- Filing for bankruptcy Acts outside ordinary course of business
- Sale or disposition of substantially all assets Merger or conversion
- Voluntary dissolution of the Company

Other unanimous consent items (specify):

5.04 Members' Meetings

Days' written notice required to call a meeting:

Quorum: Members holding ___ % or more of total interests:

Meeting frequency:

- Annual As needed Other:

Written minutes of all meetings shall be kept in Company records.

5.05 Officers (Optional)

President:

Secretary:

Treasurer:

[Redacted]

Officers serve at the pleasure of the Members.

5.06 Fiduciary Duties

Pursuant to § 17704.07 of the California Corporations Code (RULLCA), in a member-managed LLC, ALL Members share the duty of loyalty and duty of care equally. The duty of loyalty requires that Members not self-deal, compete with the Company, or take business opportunities belonging to the Company.

ARTICLE VI — LIABILITY AND INDEMNIFICATION

6.01 Non-Liability

No Member is personally liable for Company obligations pursuant to Title 2.6 of the California Corporations Code (RULLCA).

6.02 Indemnification

The Company indemnifies Members, officers, agents, and employees to the fullest extent permitted by Title 2.6 of the California Corporations Code (RULLCA), except for fraud, gross negligence, or intentional misconduct.

ARTICLE VII — BOOKS AND RECORDS

7.01 Records Location

Address:

[Redacted]

7.02 Required Records

Articles of Organization (Form LLC-1); this Agreement and all amendments; most recently filed Statement of Information (Form LLC-12); tax returns (3 years); financial statements (3 years); membership register; and meeting minutes.

7.03 Member Inspection

Any Member may inspect Company records upon reasonable notice. Copying costs at the requesting Member's expense.

ARTICLE VIII — TRANSFER AND WITHDRAWAL

8.01 Withdrawal

Written notice required (days before effective date):

[Redacted]

8.02 Transfer Restrictions

No transfer of full membership interest unless all non-transferring Members approve in writing. California's default rules permit transfer of financial rights (distributions) only; voting and management

rights do not transfer without consent.

8.03 Right of First Refusal

A selling Member must first offer the interest to other Members in writing.

Days for other Members to accept ROFR offer:

Purchase price determined by:

Mutual agreement Fair market value by independent appraiser

Book value Other:

Other price method (if selected):

8.04 Economic Interest Only

A Member may assign economic interest (distributions only) without approval. An assignee does NOT become a Member and receives no voting or management rights.

ARTICLE IX — DISSOLUTION

9.01 Dissolution Triggers

The Company shall dissolve upon:

Days for remaining Members to vote to continue (upon member departure):

- (a) Death, incapacity, bankruptcy, resignation, or expulsion of a Member, UNLESS within the number of days above remaining Members vote to continue;
- (b) Written agreement of all Members to dissolve;
- (c) Judicial dissolution ordered pursuant to Title 2.6 of the California Corporations Code (RULLCA);
or
- (d) Expiration of term, if specified.

9.02 Winding Up

Liquidator (or as designated by majority vote):

Order of distribution: (1) Pay all creditors; (2) Allocate remaining income/loss to capital accounts; (3) Distribute per positive capital account balances.

ARTICLE X — DISPUTE RESOLUTION

10.01 Mediation

All disputes arising under this Agreement shall first be submitted to mediation before any other proceeding.

Mediator: Mutually agreed by parties Mediator: Court-appointed

10.02 Arbitration

If mediation fails to resolve the dispute, the matter shall be submitted to binding arbitration per American Arbitration Association (AAA) rules. All parties share initial costs equally. The prevailing party shall be awarded attorney fees and expenses.

10.03 Binding

All arbitration decisions are final and binding on all Members.

ARTICLE XI — GENERAL PROVISIONS

11.01 Governing Law

This Agreement shall be governed by the laws of the State of California, including the Revised Uniform Limited Liability Company Act (RULLCA), Title 2.6 of the California Corporations Code.

11.02 Amendment

Written amendment signed by all Members. Kept with Company records.

11.03 Venue

County: _____
_____, California.

11.04 Severability

Invalid provisions severed; remainder enforceable.

11.05 Entire Agreement

This Agreement, Articles of Organization (Form LLC-1), and all exhibits hereto constitute the complete agreement.

SIGNATURE BLOCKS

IN WITNESS WHEREOF, the Members of the Company have executed this Operating Agreement as of the date first written above. No notarization is required under California law.

Date — Member 1: the _____ day of _____, 20____

Signature — Member 1:

Printed Name — Member 1:

Percentage Interest: _____

Date — Member 2: the _____ day of _____, 20____

Signature — Member 2:

Printed Name — Member 2:

Percentage Interest: _____

Date — Member 3: the _____ day of _____, 20____

Signature — Member 3:

Printed Name — Member 3:

Percentage Interest: _____

[Attach additional signature pages as needed]

EXHIBIT 1 — CAPITAL CONTRIBUTIONS

This Exhibit is attached to the Operating Agreement for (LLC Name):

California Multi-Member Limited Liability Company.

Description of Contribution	Amount (\$)
_____	_____
_____	_____
_____	_____
_____	_____
TOTAL INITIAL CONTRIBUTION	_____

SIGNED this: the _____ day of _____, 20____

Signature:

Printed Name:

LEGAL DISCLAIMER

This Operating Agreement template is provided by Boost Suite (boostsuite.com) for informational and educational purposes only. It does not constitute legal advice and should not be relied upon as a substitute for consultation with a licensed attorney.

This template is customized with California-specific statute references under the Revised Uniform Limited Liability Company Act (RULLCA), Title 2.6 of the California Corporations Code. It may not address all legal requirements specific to your LLC or situation.

Boost Suite, Aaron Kra JD, and all affiliated parties are not a law firm and do not provide legal services. Consult a licensed California attorney before executing this Operating Agreement.

Use at your own risk. Boost Suite assumes no liability for any consequences resulting from the use of this document.

Your California LLC Resources:

- <https://boostsuite.com/california-llc/operating-agreement/>
- <https://boostsuite.com/how-to-start-an-llc/california/>
- <https://boostsuite.com/best-llc-services/>
- <https://boostsuite.com/california-registered-agent/>

© 2026 Boost Suite — All rights reserved.