



U.S. LEGAL SERVICES

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U.S. Legal Services
SUMMARY PLAN DESCRIPTION
Family Defender Access Plan

U.S. Legal Services
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Jacksonville, Florida 32256
800-356-LAWS

U.S. Legal Services
Family Defender Access Plan
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**U. S. LEGAL SERVICES
FAMILY DEFENDER ACCESS PLAN**

INTRODUCTION

The U.S. Legal Services Family Defender Discount Plan has been established to make available legal services at a reasonable cost to persons employed by or associated with signatory employers, associations, and groups. The legal services described herein shall be given to Members who wish to enroll and pay a monthly fee. The Plan is to be sponsored and administrated by U.S. Legal Services, which shall be referred to as U.S. Legal.

DEFINITIONS

Plan: The U.S. Legal Services Family Defender Access Plan.

Member Application Agreement: The agreement entered into by the person receiving benefit.

Dues or Contribution(s): The amount paid for services offered.

Attorney(s): Any person properly licensed to practice law.

Network Attorney: A U.S. Legal Services contracted attorney.

Plan Member: The person who signed the application and all family members eligible for benefits under this Plan who are defined in under “Parties To Whom Benefits Are Available” herein.

Effective Date: The date this Plan takes effect.

Pre-existing: Taking place prior to the Effective date of the Plan.

PARTIES TO WHOM BENEFITS ARE AVAILABLE

The benefits provided by the Plan shall be available for the following persons, in addition to the named Plan Member, who shall be related to the Plan Member as follows [supporting documentation may be required]:

- a. Spouse/Domestic Partner, residing in same residence.
- b. The unmarried dependent children (including adopted and step-children) of either the Plan Member or Plan Member’s Spouse, under the age of 26 that are considered a qualifying child under IRS Requirements.

OPERATION AND ADMINISTRATION OF PLAN

The Plan is sponsored and administered by U.S. Legal who shall provide services for

Members through attorney(s) under contract with U.S. Legal.

Under the Plan, U.S. Legal as a Plan Administrator will enter into contractual agreements with attorney(s) entitled “Attorney Agreements” to provide legal services to Plan Member. Those attorney(s) who shall have entered into an Attorney Agreement with U.S. Legal are known as “Network Attorneys”.

The Network Attorney(s) will be selected on the basis of the geographical proximity to Plan Members and their general professional reputation in their community.

No Member or dependent is required or obligated to consult with or be represented by a Network Attorney. Each Member or dependent shall remain free to consult with or be represented by other attorneys concerning any matter at the Member or dependent’s own expense.

Section I - LEGAL SERVICES

The contributions of each Member shall entitle the Member, spouse/domestic partner and covered dependents to the following legal services:

LEGAL SERVICES AVAILABLE AT NO COST: the following legal services are available to the parties to whom benefits are available:

CONSULTATIONS: This service provides the opportunity to discuss with an attorney any personal legal problems that are not specifically excluded. The Network Attorney will explain the Plan Member’s rights under the law, point out his or her options and recommend a course of action. If representation is recommended the Network Attorney will provide a written fee agreement in advance. The Plan Member may choose whether to retain the Network Attorney at his or her own expense, seek outside counsel, or do nothing. This service is available for up to a maximum of three [3] no-cost consultations, per plan year. Additional consultations are eligible at the discounted rate of 33.3% off the attorney’s normal rates.

FINANCIAL COACHING: Plan Members can have their financial questions and matters handled by calling toll-free number: (844) 958-LAWS. This comprehensive service includes the following:

Members will have unlimited access to telephone consultations with financial counselors. Typical matters include credit counseling, debt and budgeting assistance, tax planning, retirement, foreclosures, mortgages, and college planning questions. These services are provided by seasoned financial professionals, including CPA’s.

IDENTITY THEFT PROTECTION PLAN: Plan Members can have their identity theft questions and matters handled by calling toll-free number: (866) 205-5951. This comprehensive service includes the following:

1. Plan Members receive a free consultation with a highly trained Fraud Resolution Specialist (FRS) who helps with (7) emergency response activities.

- a. Provide the Plan Member with a “Uniform ID Theft Affidavit”, answer any questions with regard to completing the affidavit and counsel the Plan Member on submitting the affidavit to the proper authorities, Credit Reporting Agencies, creditors and collection companies.
 - b. Furnish the Plan Member with separate fraudulent account forms or letters for itemizing each fraudulent occurrence and advising the Plan Member on where to submit those forms and letters.
 - c. Direct the Plan Member on where to report the fraudulent activity and how to notify the local and Federal authorities, as well as the fraud departments of the Plan Member’s creditors.
 - d. Furnish the Plan Member with the contact information for the three major Credit-Reporting Agencies: Trans-Union, Equifax and Experian.
 - e. Advise the Plan Member on how to obtain a “free copy” of the Plan Member’s credit report now (and every 4 months thereafter), and how to place a “Fraud Alert” and/or “Credit Freeze” on the Plan Member’s credit file.
 - f. Provide the Plan Member with an ID Theft Emergency Response Kit.
 - g. Educate the Plan Member on how identity theft occurs and inform the Plan Member of protective measures to take to avoid future ID theft losses and damages to a Plan Member’s credit score.
2. Counsels and provides a document stating the “Preventative Steps” necessary to take in efforts to avoid future ID theft losses and damages to Member’s credit score.

Section II - LEGAL SERVICES AT THE DISCOUNTED RATE

Plan Member shall be entitled to receive the following legal services at the Network Attorney’s customary rate discounted by 33.3%.

ESTATE PLANNING:

- a. Estate Planning: Network Attorney will provide consultation and advice concerning the planning of the covered person’s estate.
- b. Preparation of a Last Will and Testament for individuals or couples.
- c. Preparation of a Codicil to an existing Last Will and Testament.
- d. Preparation of Revocable and Irrevocable Living Trusts, A/B Trust, Spendthrift Trust, and other similar instruments utilized for estate planning and estate tax purposes.
- e. Living Wills: This service covers the preparation of a living will for the Plan Member and spouse.
- f. Powers of Attorney: This service covers the preparation of any power of attorney when the Plan Member or spouse is granting the power.
- g. Testamentary Trust for Minor Children: This service covers the creation of any simple testamentary trust for the Plan Member and spouse as part of the Last Will and Testament.
- h. Estate Administration: Assistance in administering Plan Member’s estate, including the applicable property transfers and court appearances. This benefit specifically excludes any legal services for which attorney fees are collectable from Plan Member’s estate based upon attorney’s fee rates which are set by statute or court

jurisdiction.

DOCUMENT PREPARATION AND REVIEW:

- a. Demand Letters: This service covers the preparation by a Network Attorney of most normal and customary demand letters and legal forms, including deeds, bills of sale, powers of attorney, etc.
- b. Document Review: This service covers the review of any personal legal document of the Plan Member, such as letters, leases, purchase agreements, or for any document not specifically excluded. See Estate Planning for documents related to those services.

CONSUMER PROTECTION:

Actions by consumer against manufacturers, distributors or service agencies when based on warranties or guarantees, whether implied or expressed.

ADOPTIONS:

This service covers all legal services and court work in a state court for adoption of a child by the Plan Member and/or Spouse for a domestic adoption, including step-parent adoptions. Includes reformation of a birth certificate.

BANKRUPTCY:

This service covers the Participating Member and Spouse in personal, non-business Bankruptcy. Includes initial advice through filing of a Chapter 7 Final Report or Confirmation of a Chapter 13 Plan. This service is not available if the creditor is affiliated with Your employer or spouse chooses to reaffirm that specific debt.

REAL ESTATE TRANSACTIONS:

This service covers the review or preparation, by a Network Attorney representing the Plan Member, of all relevant documents (including the documents for the purchase of a new home, the purchase agreement, mortgage, and deed), which are involved in the purchase or sale of the Plan Member's primary residence or of a vacant property to be used for building a primary residence. The benefit also includes attendance of a Network Attorney at closing. It does not include services provided by any Attorney representing a lending institution or title company.

INSURANCE LAW: Representation in all matters between the Plan Member and any insurance company with which the Plan Member has dealings or relations.

LANDLORD TENANT LAW: Any matter concerning the lease or rental of the Plan Member's primary residence in Plan Member's capacity as tenant.

NAME CHANGE: All needed pleadings and court hearings for a legal name change. Limited to one [1] per year per Plan Member.

DEFENSE OF JUVENILES: Representation of Plan Member's minor dependent children in judicial proceedings against them provided they are under age 18.

TRAFFIC VIOLATIONS: Including representation in appropriate courts for all non-criminal moving traffic violations.

FAMILY LAW: Divorce or Dissolution of Marriage, Annulment, Child Support and Child Custody, including modification or enforcement actions.

CRIMINAL VIOLATIONS: Advice, consultation, and representation through trial, if necessary, of charges on criminal violations, including misdemeanors and felonies.

DUI/DWI: Representation for defense of charges while Driving Under the Influence or Driving-While-Intoxicated, including driving with unlawful blood alcohol level (DUBAL).

IMMIGRATION:

- a. Visa Extensions: Defined as application for extension of any existing visas where eligible for said extensions.
- b. Naturalization: Defined as preparation and filing of applications for naturalization before the United States Bureau of Citizenship and Immigration Services.
- c. Deportation (Now Known as Removal): Appearance before the U.S. Immigration Court to provide Members with Defense of Removal actions and/or applications for Relief from Removal before the Immigration Judge.
- d. All other immigration services not specifically listed above.

PERSONAL INJURY:

In the event the attorney assumes responsibility over any matter where the recovery of legal fees is provided by statute, by contract, contingent or otherwise, or by the nature of the claim, any attorney fees recovered shall be the property of the attorney. If the case is one which is to be handled according to contingent contract, however, the first \$1,000 shall be exempt from any fee. Network Attorney will represent the Plan Member under a contingent fee arrangement where the contingent fee cannot exceed 25% of the net recovery if successfully resolved before or after trial or cannot exceed 30% of the net recovery if successfully resolved only after an appeal. In any civil case in which attorney's fees are recoverable by contract, or by statute, then the Network Attorney may enter a fee services agreement with the Plan Member, calling for a reasonable attorney's fee, as awarded by the Court in the action. The client will be obligated to pay the Network Attorney a reasonable fee as determined by the Court in the litigation, contingent upon collection from the adverse party.

BUSINESS LAW: Includes the preparation of legal documents for the formation of a corporation, partnership or other business entity, as well as services related to normal day to day business operations for Member owned entities.

Section III- LEGAL SERVICES EXCLUDED

In addition, no benefits or services of any kind are provided under the Plan wherein the following circumstances are present:

- a. Any controversy or proceeding between the Administrator and any party to the Plan and controversies involving Plan Member where Plan Member is a Member or employee of a group, association or employer of the entity sponsoring this Plan.
- b. Appellate court proceedings.
- c. No coverage is provided in Federal Courts of the United States except for Bankruptcy and Immigration as provided herein.

Section IV - GENERAL PROVISIONS

It is expressly understood that all costs incident to any legal matter including, but not limited to court filing fees, sheriff fees for service of summons or other process, deposition and discovery cost, fines, penalties, investigative fees, postage, costs of copying, long distance calls, or damages assessed will be fully borne and paid directly by the Plan Member.

Where the representation of the Plan Member by a Network Attorney will require services over a protracted period of time, the attorney will not be obligated to continue such representation unless payments are being made currently into the Plan. While the Plan undertakes to provide the widest array of services possible consistent with a modest participation fee, the Plan cannot work for the benefit of all, if a few thoughtlessly exploit its advantages. Accordingly, the Plan reserves the right to terminate or refuse Membership of any person where Membership is secured solely to exploit the advantages under the Plan.

In the event the Network Attorney assumes responsibility over any matter where the recovery of legal fees is provided by statute, by contract, contingent or otherwise, or by the nature of the claim, any attorney fees recovered shall be the property of the attorney.

The Network Attorney shall have right to decline the representation of any Plan Member where the matter presented is deemed by the attorney to be frivolous, spurious, without merit, or where a conflict has developed between attorney and covered Member(s) to the extent that Network Attorney cannot in good faith or pursuant to the Code of Professional Responsibility continue to represent said covered Member(s).

Plan Member shall be entitled to the benefits provided for in this Plan without limitation as to the number of events in any one contract year or the number of dependents of a Plan Member having recourse to such benefits, unless otherwise stated.

An attorney-client relationship comes into being at such time as the Plan Member chooses to employ the services of an attorney in the law firm to which the Plan Member is assigned. Though the Plan Member's union, employer, or other association may have signed a Participation Agreement on behalf of its Members, or employees, the attorney-client relationship exists solely between Plan Member and the attorney and not between the union, employer or association and the attorney.

In the event Plan Member has need of legal services not provided by the Network Attorney for the Plan Member, Plan Member should first contact U.S. Legal to determine the availability of another Network Attorney outside the area to conveniently and lawfully

represent Plan Member. Such attorney or law firm, if there is one in the area, must be one that bears a similar contractual relationship with U.S. Legal as does the Plan Member's Network attorney. In the event that no such attorney exists in that area, the Administrator has no further obligation to the Plan Member.

The Plan Administrator, in the implementation of this plan, enters into agreements with numerous attorneys, who agree to provide stipulated services under the conditions contained in each type of agreement. In none of these instances does the Plan Administrator stand in the position of guarantor as to the honesty, proficiency, accuracy, or resourcefulness of the individual practitioner or firm of practitioners of law. Accordingly, if any Network Attorney to whom a Plan Member takes the legal problem performs or omits an act which may give rise to a claim for malpractice, the Plan Member's sole recourse is against the individual attorney or firm of attorneys handling that Plan Member's legal matter. Plan Member has the right to file grievance with the State Bar Association.

The Plan Administrator will in no way become involved or interfere with the firm's handling of those cases that may arise by reason of the attorney-client relationship entered into when a Plan Member brings a problem to an attorney. In the event of complaints, however, from Plan Members, it will make an inquiry into the complaint or complaints. If it is determined that the firm or attorney has demonstrated an inability to handle the needs of Plan Members, arrangements will be made for the transfer of such Plan Member to another attorney or law firm. Before any such action is taken, however, the attorney or firm will be given an opportunity to resolve the problem.

In the event of a conflict of interest between the Network Attorney and Plan Member, the Administrator will attempt to transfer the Eligible Plan Member to another Network Attorney or law firm if there is one in the area. It must be one that bears a similar contractual relationship with U.S. Legal as does this Plan Member's Network Attorney.

Nothing in any of the Plan documents shall be deemed to interfere with a Bar Association's right to discipline attorneys for violation of any Bar Association Canon addressing honesty, integrity or fair dealing. The grievance resolution process addresses itself only to disputes between a Plan Member and an attorney involving issues other than legal ethics.

Section V - RESPONSIBILITIES OF THE PLAN ADMINISTRATORS AND NETWORK ATTORNEYS

The attorney/client obligation of Network Attorney providing services under this Plan shall be solely to their Member-clients. Network Attorneys shall maintain the confidentiality of the attorney-client relationship in accordance with the Code of Professional Responsibility.

Network Attorneys shall refuse to provide services in any matter they believe to be clearly frivolous, without merit, or which would violate the Code of Professional Responsibility.

In the event that a Member terminates Membership in the Plan for any reason, or has Membership revoked, the legal services provided to the Member and dependents shall be ended. In such event, as to any active matters, the Network Attorney involved shall complete the proceeding at the Plan Member's expense, unless the Plan Member does not

desire to be further represented by the Network Attorney involved or any other Network Attorney.

In the event that a Plan Member terminates Membership, or it is revoked and even though such Member does not have an active matter pending, or has not used any services of the Plan, such Member shall not be entitled to a refund of monthly Membership fees previously paid. Likewise, should a Member or his dependents discharge a Network Attorney as to any active matter without terminating Membership in the Plan, no refund shall be due. The entire basis of the Plan is to provide quality legal services at a low cost, and only by application of all fees collected can this be possible.

Section VI -Effective Date, Renewal, Cancellation and Reinstatement

A. Cancellation

Provided Your Premium and any applicable fees have been received by Us, this Policy is effective upon the Effective Date, and will renew automatically on its anniversary without further notice and will continue to renew thereafter, unless:

1. Written notification of cancellation is Received by Us: (i) within 30 days of the Effective Date, or (ii) after 30 days from the Effective Date, together with any unpaid administration fees; or
2. We provide You with 30 days' written notice of cancellation; or
3. You don't pay Us promptly.

If You paid Us any Premium in advance, We will return the unearned portion to You (less administrative fees, if any). Earned Premium will be calculated as if You had paid Your Premium on a monthly basis. If Your Policy is lapsed because You didn't pay Your Premium, You may reinstate it by paying Your Premium and any fees owed. If You do this within 30 days of the date Your Policy otherwise would have been canceled, it will be reinstated as it had never lapsed. Otherwise, You may choose to buy a new Policy, provided Your payments due under this or any other Policy are paid in full.

Other Important Information

A. Attorney Independence

Policy Attorneys are not Our agents or employees. We are not liable to a Covered Person for an act of a Policy Attorney or any other Attorney. We are not liable to a Covered Person for the failure to act or omission of a Policy Attorney or any other Attorney. We will not interfere with the attorney-client relationship between a Covered Person and their Policy Attorney. In the event a Covered Person is not satisfied with a Policy Attorney or a Policy Attorney performs or omits an act, which may give rise to a claim for malpractice, a Covered Person's sole recourse will be against the Policy Attorney handling the case. Nothing in this Policy shall be deemed to interfere with the Bar Association's or the court's right to discipline Attorney(s).

B. Dispute Resolution

If a dispute arises between You and Us, all parties agree to use their best efforts to resolve such dispute amicably. If We cannot reach a resolution, this dispute will be submitted to an arbitration board composed of three Attorneys practicing in the same bar circuit as Your Address. You will choose one Attorney. We will choose a second Attorney. The two Attorneys so chosen by You and Us will select the third Attorney. The decision of the majority of the three Attorneys will be binding on all parties. Expenses of arbitration will be shared equally. Each party will be responsible for their own Attorney Fees.

The dispute resolution process described here will not be allowed to infringe upon the attorney-client relationship between Policy Attorneys and their Covered Person clients.

D. Other Insurance, Subrogation, Transfer of Rights of Recovery Against Others to Us

If a Covered Person is entitled to receive services or reimbursement for services from any other person, Policy, organization, or insurance Policy (e.g. auto or homeowners insurance), We will pay benefits under this Policy only to the extent they are in excess of other plans or policies.

In the event of a payment in this Policy, We will be entitled to the Covered Person's rights of recovery against any person or organization. The Covered Person agrees to assign all rights of recovery to Us. If an assignment is sought, the Covered Person must cooperate with Us to secure such rights.

E. Attorney Discretion

Attorneys shall have the obligation to decline the representation of any Covered Person where the matter presented is deemed by the Attorney to be frivolous, false, or without merit. Likewise, if a conflict has developed between Attorney and Covered Person(s) to the extent that Attorney cannot in good faith or pursuant to the Code of Professional Responsibility continue to represent said Covered Person(s).

G. General

The Covered Persons have the right to make a complaint to the state bar association about the conduct of a Policy Attorney. If a Covered Person has a question or concern about the service they have received, please call the Administrator at 1-800-356-LAWS.

Nothing contained in this Certificate is intended to interfere with a Covered Person's freedom of choice in the selection of an Attorney or with the Attorney-client relationship.