

SUMMARY PLAN DESCRIPTION

Legal Services Plan
Especially designed for

***The Employees
Of
Broward County***



U.S. Legal Services

Providing legal benefit plans.

U.S. Legal Services, Inc.
8133 Baymeadows Way
Jacksonville, Florida 32256

800-356-LAWS

PREFACE

This booklet is called a Summary Plan Description. It is written to make it easier for you to understand your rights and responsibilities under the Plan.

If there appears to be a conflict between the description of any Plan provision in this booklet and its statement in the Plan document itself, the language contained in the Plan document is the official and governing language.

Nothing in this booklet is meant to interpret or extend or change in any way beyond the provisions stated in the Plan.

U.S. Legal Services, Inc. administers this Legal Plan, determines what benefits are provided, retains and employs attorneys, and make any other expenditures necessary to operate the Plan.

U.S. Legal Services, Inc. reserves the right to amend, modify, discontinue or terminate all or part of this Plan for any reason and at any time when, in their judgment, it is appropriate.

This booklet and the U.S. Legal staff are your sources of information on the Plan.

U.S. Legal Services has not authorized anyone to speak on their behalf.

FOREWORD

U.S. Legal Services, Inc. is a licensed legal expense insurance company licensed by the State of Florida pursuant to Florida Statute 642.

THIS IS A VOLUNTARY EMPLOYEE BENEFIT

The cost of your benefits are paid through regular “contributions” to U.S. Legal Services, Inc. payable by you through a payroll deduction. These payments are called contributions because they go into a pool of money used to pay for all of the benefits for all participants and their families covered by the Plan.

U.S. Legal Services, Inc. agrees that should there be any conflict between Broward County Rules and Regulations concerning this employee benefit then this agreement defaults to the Broward County Rules and Regulations in existence at the time of this agreement. Furthermore, should there be any conflict in benefits or procedures of the SPD, the service agreement between Broward County and U.S. Legal Services, Inc. shall supersede the Summary Plan Description.

SECTION I ELIGIBILITY

Who Can Use Legal Services

- **YOU:** You can use the legal services provided by the Plan.

YOUR SPOUSE or DOMESTIC PARTNER:

- Your spouse (husband or wife) is covered by the Plan if he or she is residing in the same residence.
- This employee benefit will be extended to the registered domestic partners of Broward County employees. Domestic partners must meet the following requirements to register their partnership:
 1. Each party must be at least 18 years old and competent to contract;
 2. Neither person may be married nor a partner in another domestic partner relationship;
 3. Neither person's consent to the domestic partner relationship may be obtained by force, duress or fraud;
 4. Each person must agree to be jointly responsible for each other's basic food and shelter;
 5. Both parties must be domiciled in Broward County or one of the parties must be employed by the Broward County Board of Commissioners.

YOUR CHILDREN:

- Your children are covered by the Plan if they are an unmarried child (including adopted and step children) under 18 years of age and is dependent upon the Plan Member for support and maintenance, or
- An unmarried child (including adopted and step children under 23 years of age) whether or not living in the Plan Member's residence, who is dependent upon Plan Member for support and maintenance and is a full time student in high school, college, university, etc. (written proof from institution may be required) and is residing on or near such school in pursuit of such studies, providing such quarters are in a state where a Plan Attorney is available.

When Legal Services are Covered

You, your spouse and your children can be represented by the Plan when:

- The type of representation you need is covered,
- The legal services are provided by an attorney working for the Plan, and
- You are covered for legal benefits.

When your Coverage Starts:

You may start using the plan's attorneys on or after the effective date.

Your coverage can not start until you have made payments through payroll deduction as required by the Plan.

When You Stop Receiving Your Benefits

When Your Coverage Ends:

Your coverage ends on the earlier date when either:

- You stop working (you quit, are laid off or are discharged), or
- Your employer stops making payments to the Plan for your legal benefits.

What Happens to Current Cases:

When your coverage ends, the Plan can no longer provide you with legal services. You must get a new lawyer immediately to take the place of your Plan attorney.

You have the right to convert this Plan to an individual plan if you sever, terminate or no longer work for your employer. You may exercise this conversion by notifying U.S. Legal Services and making alternative arrangements to continue your contributions.

SECTION II BENEFITS

The Contributions of each Plan Member shall entitle the Plan Member to the following legal services provided in the State of Florida by a Participating or Network Attorney:

- A. Consultation:** This coverage provides the Plan Member and covered family members the ability to conduct a telephonic and/or office legal consultation or interview with a licensed attorney to discuss any legal matter or concern. These consultations have no limits as to the number of times per year and cover all areas of law. There is no waiting period and no exclusions or limitations. (Out of Network coverage 1 hour per legal issue)
- B. Consumer-Seller Protection:** This coverage extends to the Plan Member and covered family members; coverage includes legal representation for consumer protection legal issues. This would include both statutory and common law causes of action. (Out of Network coverage 8 hours)
- C. Preparation of Wills and Living Wills, Durable Power of Attorney, Simple Trusts:** This coverage includes consultation and preparation of the following legal documents to plan and implement an estate plan for the Plan Member and covered family members. These legal documents include Wills including Simple Trusts, Living Wills, Durable Powers of Attorney, and Designations of Health Care Surrogate. (Out of Network coverage Individual Simple Will: 2 hours, Individual Complex Will: 3 hours; Simple Husband/Wife Will: 2.5 hours, Complex Husband/Wife Will: 3.5 hours; Powers of Attorney and Ordinary Trust provisions: 1.5 hours; Codicil: 2 hours; Wills with other than Ordinary Trust Provisions: 5 hours; Living Will: \$35 per document; Durable Power of Attorney: \$35 per document)
- D. Estate Planning:** Attorney will provide consultation and advice concerning planning the covered person's estates, including consultation with the member's financial planners or accountants. (Out of Network coverage 3.5 hours)
- E. Civil Actions as Plaintiff:** This includes representation up to and including trial for civil cases where there is a legitimate cause of action and is not a frivolous case as determined by the Participating, Network or Non-Network Attorney and is further subject to the provisions and conditions in paragraph "S" herein below. (Out of Network coverage 8 hours)
- F. Civil Actions as Defendant:** Representation of Plan Member as a named defendant in a civil action and includes representation through trial. Where Plan Member is provided legal

representation through other coverages, such as auto liability or homeowner's insurance, said coverages shall be primary and this plan's coverage secondary. This coverage is subject to the provisions in Section V, paragraph "8". (Out of Network coverage 8 hours)

- G. Adoptions:** Includes step-parent adoptions including all necessary legal pleadings and attendance at Final Hearing. (Out of Network coverage Contested: 13.5 hours, Uncontested: 8.5 hours)
- H. Real Estate Transactions:** Attorney will provide Plan Members with legal assistance in connection with the sale or purchase of a family dwelling which shall be used by Plan Member as a dwelling place. (Out of Network coverage 5 hours)
- I. Insurance Law:** Representation and consultation in disputes between Plan Member and Plan Member's insurance company regarding the non-payment of claims for losses incurred by the Plan Member under a policy of insurance issued to the Plan Member. (Out of Network coverage 8 hours)
- J. Landlord/Tenant Law:** Legal Disputes as defendant with landlord involving the occupancy of your primary residence, including eviction defense. (Out of Network coverage 8 hours)
- K. Traffic Violations:** Representation for non-criminal moving traffic violations. (Out of Network coverage without DUI: 3 hours, with DUI and minor traffic offenses: 6 hours)
- L. Preparation of Legal Documents:** Preparation and review of miscellaneous legal documents for any Covered Legal Service not otherwise specifically covered or excluded under this Plan. (Out of Network coverage \$30 per document)
- M. Change of Name:** Including preparation of Petition and attendance at Final Hearing. (Out of Network coverage 3 hours)
- N. Estate Administration:** Assistance in administering your estate, including the applicable property transfers and court appearances. (Out of Network coverage 5.5 hours)
- O. Defense of Juveniles:** Defense of your eligible juvenile child in and relating to Juvenile Court Proceedings, where the underlying charge would not be considered a criminal felony charge if your child were being charged as an adult, and except traffic matters. (Out of Network coverage involving an insured child: 8.5 hours, involving parental responsibilities: 4.5 hours)
- P. Family Law:** Legal representation for family law matters including but not limited to Divorce (Contested and Uncontested), child support and child custody matters, spousal support, equitable distribution of marital assets, modification and enforcement actions and annulments. (Out of Network coverage 7.5 hours)
- Q. Criminal Violations:** Representation for all criminal misdemeanors, except first offense DUI, with representation available through trial in state courts. (Out of Network coverage 8 hours)
- R. Guardianship:** Uncontested and contested court proceedings for appointing you as a Guardian or Conservator. (Out of Network coverage: contested, 8 hours; uncontested: 4 hours)
- S. Contingency Fee:** Including auto accidents, medical malpractice and similar causes of action. 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. Participating or 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 attorneys fees are

recoverable by contract, or by statute, then the Participating or 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 Participating or Network Attorney a reasonable fee as determined by the Court in the litigation, contingent upon collection from the adverse party.

T. Bankruptcy: Chapter 7 Only. Coverage includes consultation, preparation of Petition and Schedules, attendance at 341 Meeting of Creditors, including representation at required hearing. (Out of Network coverage: 8 hours)

U. Immigration:

Visa Extensions: Defined as application for extension of any existing visas where eligible for said extensions. (Out of Network coverage 6 hours)

Naturalization: Defined as advice, consultation, preparation and filing of applications for naturalization before the United States Bureau of Citizenship and Immigration Services. (Out of Network coverage 6 hours)

Deportation (Now Known as Removal): Advice, consultation and 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. (Out of Network coverage 6 hours)

All Immigration Matters Not Listed Above: All other Immigration matters to be provided to members at one-third (1/3) discount off attorney's normal hourly rate.

V. Business Law: Preparation of legal documents for one corporation, partnership or other business entity per year. (Out of Network coverage, 2 hours)

W. All other legal matters: Except as provided herein above Participating or Network Attorneys will provide legal representation for all other limited, pre-existing or non-covered legal matters for a 33 1/3% discount from their normal hourly rates or fees.

X. Identity Theft Protection: Plan Member is entitled to the use of a fraud resolution program correcting the fraud, Identity Theft and credit related issues confronting the Plan Member.

Y. Financial and Tax Planning: Key financial services will be provided by a nationally recognized financial services company which may be accessed by a toll-free telephone number and/or personal appointments at no cost to the member.

Z. IRS Audit Protection: Payment of legal or licensed accountant's fees up to a maximum of \$7,500 for assistance when Plan Member is requested in writing to appear at an IRS office concerning their federal tax return. (Coverage same for Network and Out of Network)

Limitations and Other Conditions

In addition limited benefits are provided wherein the following circumstances are present:

1. Legal matters under coverages for Family Law shall be limited to (20) hours for child custody issues and fifteen (15) hours for all other family law issues during a calendar year. Any legal services required beyond this limitation shall be rendered by the attorney at a rate of \$89.00 per hour.
2. Coverage for DUI limited to first offense only.
3. Out of Network attorney rate is \$89.00 per hour for covered services as stated in Section II above.

Exclusions

1. Preparing, completing, or filing of a federal, state, or local tax return or tax law except as may be provided herein by Endorsement.
2. No coverage is provided in Federal Courts of the United States except for Bankruptcy provided herein.
3. Felony crimes are excluded.
4. Actions or disputes between *you* and *your* employer, or *your* employer's insurance carrier, unions, plan underwriter or any other party not covered by this Plan are excluded from coverage.
5. Workers' Compensation, unemployment compensation, class actions, interventions and amicus curiae.
6. Matters relating to patents copyrights or appellate proceedings of any nature.
7. Duplication of services previously claimed in relation to same matter.
8. Any legal proceeding in which Plan Member is entitled to legal representation or reimbursement for the costs thereof from any source other than this policy or another legal expense policy.
9. Fines, penalties, court-ordered payments of attorney fees, court costs, service of process fees, litigation expenses, and any other costs and expenses not specified under Section III Benefits.
10. Legal services received or contracted for prior to the *Effective Date*. Also, legal services obtained after the date on which *your* coverage under this *Plan* terminates.
11. Any action, dispute or proceeding in any way against *our* interest, or that of *our* affiliated companies, the underwriter(s) of the *Plan*, or any of *our* or their agents, *Participating or Network Attorneys* or *your Sponsor*.
13. Legal services for the benefit of any person other than a *Member*, or legal services for *Members* other than the *Named Insured* against his/her interests or those of another *Member* under this *Plan*.
14. Except as specifically provided for in this *Plan*, any matter, whatsoever, arising out of or in connection with *your* employment, past or present, including but not limited to disputes between *you* and *your* employer, *you* and *your* fellow employees, *you* and *your* union, *you* and *your* labor/management trust fund or pension fund, workers' compensation matters, and unemployment compensation matters.
15. Legal representation regarding any matter arising out of or in connection with any business venture or investment matter, including trademark, patent or copyright matters, except as specifically covered under this *Plan*. Legal services which ordinarily would be deductible under the Internal Revenue Code as a business expense; including but not limited to, legal services rendered to *you* relative to income-producing property, including commercial or residential rental property transactions where *you* are the owner and/or landlord of more than one such property; or business transactions; or farm transactions; or like transactions.

16. Tax related matters; class actions; intervention (unless otherwise entitled to coverage as a plaintiff or defendant under this *Plan*); amicus curiae filings; criminal felonies, appeals; and any matter arising out of or in connection with federal law, except as specifically provided in this *Plan*.
17. Attorneys shall have the obligation to decline the representation of any Plan Member where the matter presented is deemed by the Attorney to be frivolous, spurious, or without merit, or where a conflict has developed between Attorney and covered Plan Member(s) to the extent that Attorney can not in good faith or pursuant to the Code of Professional Responsibility continue to represent said covered Plan Member(s).

SECTION III

Effective Date, Renewal, Cancellation, Reinstatement and Conversion

Provided your *Premium* and any applicable fees have been *Received by Us*, this *Plan* is effective upon the *Effective Date* as stated in the *Schedule*, and will renew automatically on its *Anniversary* date without further notice and will continue to renew thereafter, unless:

- A. 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
- B. We provide you with 45 days' written notice of cancellation (for any or no reason); or
- C. You don't pay us promptly.

If this *Plan* does not automatically renew it is cancelled. All cancellations are effective as of the earlier of the last day of the month:

- A. In which notice was *Received by Us* (if sent by you); or
- B. In which notice was stated to be effective (if sent by us); or
- C. For which timely payment was *Received by Us*.

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 *Plan* 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 *Plan* otherwise would have been canceled, it will be reinstated as it has never lapsed. Otherwise, you may choose to buy a new *Plan*, provided your payments due under this or any other *Plan* are paid in full.

Conversion to Other Plan:

The *Named Insured* may convert this *Plan* to an individual *Plan* when no longer qualified as an employee or member of the *Sponsor* who offered this *Plan* to him/her. The *Named Insured* must notify us within 30 days of non-renewal to make arrangements for *Premium* payment. The *Named Insured* may also convert this *Plan* to any other plan for which he/she is eligible. In the event of such conversion, you, will be eligible for any additional benefits under that plan in accordance with its provisions. You will be credited with your time for the time this *Plan* was effective only with respect to the plan provisions which are the same in both plans.

SECTION IV

Other Conditions

Changes (also known as “Endorsements”)

We reserve the right to periodically change the terms of this *Plan*, including the *Premium*. If we change the terms, then we will give *you* at least 45 days’ advance written notice of the change. If *you* do not like the changes, *you* may elect to cancel the *Plan* according to the above cancellation terms within 10 days of our sending notice of these changes. Notice is effective on the date it is mailed to *your address*.

Entire Agreement

This *Plan* comprises the entire agreement between *you* and *us* and includes the *Schedule*, *Application* and any endorsements. No one other than *our* duly elected officers is authorized to modify or add to any of the terms of this *Plan*.

Attorney Independence

Neither *Participating* nor *Network Attorneys* are *our* agents or employees, and we are not liable for any acts or omissions of any *Participating* nor *Network Attorneys* or any other attorney to *you*, or *we* on *your* behalf, have retained. We will not interfere with the confidential attorney-client relationship between *you* and *your* attorney. In the event *you* are not satisfied with any attorney or any attorney performs or omits an act which may give rise to a claim for malpractice, *your* sole recourse will be against the attorney or firm of attorneys handling *your* legal matter. Nothing in any of the *Plan* documents shall be deemed to interfere with the Bar Association’s or the court’s right to discipline attorney(s) for violation of any Bar Association Canon or Rule or court rule addressed to honesty, integrity, or fair dealing.

You have a right to file a complaint with the appropriate State Bar Association or other licensing agency concerning conduct pursuant to the Plan, and have the right to retain at your own expense, except when the Plan provides otherwise, an attorney authorized to practice law in your state. In the unlikely event you are unable to find a Participating or Network attorney who is willing to perform the services offered under this Plan, or in the event the Participating or Network Attorney is disqualified or otherwise unable to perform these services, we will find an alternative attorney for you who will provide equal or superior benefits at no additional cost beyond that which you would otherwise have paid under the Plan.

Administrative Rules

We reserve the right to adopt rules supplementing and implementing administration of the *Plan*, including rules concerning payment of *Premiums*, procedures and forms required, arbitration of disputes arising under the *Plan*, and any other rules we deem necessary to implement this *Plan*. We will inform *you* of these rules *if you ask us*. We cannot enforce a rule, however, that conflicts with the express terms of this *Plan*.

Dispute Resolution

If a dispute arises between *you* and *us*, *you* and *we* agree to use *our* best efforts to resolve such dispute amicably. If, however, we cannot reach a mutually satisfactory 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 to serve on the arbitration board, we will

choose a second attorney, and the two attorneys so chosen will select the third attorney to serve on the arbitration board. The decision of the majority of the three attorneys will be binding on *you* and *us*. *You* and *we* will share any expenses of arbitration equally; however, each party will be responsible for its own attorney fees.

Implied Consent

By accepting this *Plan*, *you* agree to allow *your Participating or Network Attorney* to provide certain information to *us*, including the frequency and nature of any contacts *you* have with them. This helps *us* monitor the quality of service for *your* benefit. They will not, however, be asked to provide any details of these contacts, other than the date, time and general nature of the contact, the time spent, the outcome, and any other information necessary for *us* to determine the extent of coverage.

Subrogation

If *you* can seek legal fees elsewhere, *you* must. *You* agree to assign all rights of legal fee recovery to the extent of any and all of *our* payments under this *Plan*. If an assignment is sought, *you* must cooperate with *us*.

Other Legal Representation

If *you* are entitled to receive legal services or reimbursement for legal services from any other person, plan or organization, or could be as a matter of agreement or law (e.g. your auto or homeowners insurance) *we* will pay benefits under this *Plan* only to the extent they are in excess of other plans or policies which *you* have or could have.

Eligibility

Each eligible person for whom a *Premium* is paid will become a *Member* on the *Effective Date*, and will remain so until no longer eligible or the *Plan* is canceled.

Plan Conformed to Statute

Any terms of this *Plan* which are in conflict with the laws of the state where issued are amended to conform to its statutes. All other terms will remain in effect.

Notice of Claim, Proof of Expense Incurred and Payment of Claim

If *you* obtain services from a *Non-Network Attorney*, *you* MUST send *us* a completed claim form and itemized billing within every sixty (60) day period of the date of service, whether the matter is concluded or on-going, or compensation for services will be denied.

If *you* use a *Non-Network Attorney*, send a copy of the attorney's bill to *us* together with proof of payment and a completed Claim Form. The bill should include *your* name and the name of anyone else for whom the legal services were rendered, *your* Plan and Claim Number, the nature of the legal matter, the services performed, the number of hours worked the charges and dates on which services were performed. *We* will then make payment of any available benefits under this *Plan* directly to *you*.

SECTION V

RESPONSIBILITIES OF THE PLAN ATTORNEYS

- A.** The Attorney/client relationship of Attorneys providing services under this Plan shall be solely to their Plan Member-clients. Attorneys shall maintain the confidentiality of the attorney-client relationship in accordance with the Code of Professional Responsibility.
- B.** In the event that a Plan Member terminates Membership in the Plan for any reason, or has Membership revoked, the legal services provided to the Plan Member and dependents shall be ended. In such event, as to any active matters, the Attorney involved shall complete the proceeding at the Plan Members expense, unless the Plan Member does not desire to be further represented by the Attorney involved or any other Attorney.
- C.** Attorneys shall have the obligation to decline the representation of any Plan Member where the matter presented is deemed by the Attorney to be frivolous, spurious, or without merit, or where a conflict has developed between Attorney and covered Plan Member(s) to the extent that Attorney can not in good faith or pursuant to the Code of Professional Responsibility continue to represent said covered Plan Member(s).

SECTION VI

TERMINATION PROVISIONS

- A.** The Company reserves the right to cancel this contract at anytime for non-payment of premiums. Plan Member will be granted a thirty (30) day grace period. If there are any unearned premiums, it will be returned within 10 days of the effective date of Cancellation.

SECTION VII

YOUR RIGHTS UNDER ERISA

Right to Information:

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA).

Under ERISA, you have the right to:

- Look at all Plan documents in the Plan Administrator's office and at other specified locations, such as work sites.
- Get copies of all Plan documents and other Plan information by writing to the Plan Administrator. The Administrator is required by law to provide each participant with a copy of this summary report.

If you request materials from the Plan and do not receive them within thirty (30) days, you have the right to file a suit in a federal court.

In such case, the court may require the Plan Administrator to provide them and pay you up to \$100 a day until you receive the materials, unless materials were not sent because of reasons beyond the control of the administrator.

Right to Appeal:

If your claim for benefits is entirely or partially denied:

- You must receive a written notice, explaining why your claim was denied.
- You have the right to have the Plan review and reconsider your claim.

Right to Benefits:

No one – your Employer or any other person – may fire you or discriminate against you in any way to keep you from getting your benefits or exercising your rights under ERISA.

Other Rights Under ERISA:

ERISA also imposes duties upon the people responsible for the Plan. The people who operate your Plan, have a duty to do so prudently and in the interest of all Plan participants and beneficiaries, including you and your family.

If you feel that your claim for benefits has been ignored or improperly denied, you may file suit in a state or federal court after exhausting the appeals process provided for by the Plan.

If the Plan fiduciaries misuse the Plan's money, or if you are discriminated against asserting your rights, you may get help from the U.S. Department of Labor, or file a suit in federal court.

The court will decide who should pay court costs and legal fees. If you win your case, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Questions?:

If you have any questions about the Plan office.

If you have any questions about this statement or about your rights under ERISA, you should contact the nearest area office of the U.S. Labor-Management Services Administration, Department of Labor. You will find their telephone number in your local telephone directory under "U.S. Government."

SECTION VIII GENERAL INFORMATION

Name of the Plan: U.S. Legal Services, Inc.

Type of Administration:

The Plan is administered by U.S. Legal Services, Inc. under rules promulgated by the Florida Department of Financial Services.

Agent for Service of Legal Process:

General Counsel, U.S. Legal Services, Inc.,
8133 Baymeadows Way, Jacksonville, Florida 32256.

Plan Administrator: U.S. Legal Services, Inc.

Funding:

The Plan is financed by contributions from participating employees.

Plan Information:

The benefits are provided by U.S. Legal Services, Inc. through a panel of participating, network and non-network attorneys designated by the Plan.

The Plan year ends of December 31st.

The Plan's records are kept on a calendar year basis from January 1st to December 31st.

Employer Identification Number: 59-2293310

DEFINITIONS

Action: (A) when you are suing someone or filing a complaint with the court, or (B) when you are defending yourself when you are sued or accused of breaking the law.

Area: Shall mean the county where the Plan Member resides.

Attorney(s): Any person properly licensed to practice law in the State of Florida.

Benefit: Any service, product or payment provided by the Plan.

Calendar Year: January 1st through December 31st.

Contributions: The payments that a contributing employee makes to the Plan.

Domestic Partner: A person with whom you are in a committed relationship, in which neither person is married or in another domestic partnership and each person agrees to be jointly responsible for each other's basic food and shelter.

Eligible: You, your spouse and your children are eligible, when you have met the criteria to receive benefits from the Plan.

Legally Married: Married according to the laws of the state of Florida.

Litigation or Litigated Matter: A case that goes through the courts or judicial process, including cases that are settled before trial.

Litigation Costs: Fees paid to the court, an agency or another person for services related to your case but that are not part of your attorney's fees, including court filing fees, service of process fees, court costs, expert or consultant fees, deposition fees, transcript costs, recording fees, appraiser fees, accountant fees, investigator fees, sheriff or marshal fees, Department of Motor Vehicles searches, real property title searches and copying costs charged by the court or governmental agency.

Personal Residence: A private house, condominium or cooperative in which you live or plan to live most of the year; or the purchase of unimproved property on which you plan to build your home in the near future.

Plan: The U.S. Legal Service's Plan and the benefits available and the rules and regulations pertaining to the various levels of benefits. Also, the official documents in which these benefits, rules and regulations to various benefits reside.

Plan Attorney: An attorney who provides legal services to you, your spouse or your children, if you are eligible to receive benefits.

Plan Member: An employee for whom an employer makes payments to the Fund pursuant to a collective bargaining agreement.

Plan Year: The same as the calendar year – January 1st through December 31st.

Separated: When you are no longer living with your spouse.

Spouse: The person to whom you are legally married.

Participating or Network Attorney: An independent law firm that has entered into a written agreement with *us* to provide *Benefits for you*.

Non-Network Attorney: An attorney, who is not a *Participating or Network Attorney*, chosen by *you* to perform any *Covered Legal Service* under this *Plan's Comprehensive Benefits*.



**ENDORSEMENT 12E
US109A FAMILY DEFENDER®
ADDITIONAL SERVICES**

The following services are available to Plan Member at no additional cost:

1. **24 Hour Emergency Services:** In the event of being jailed or arrested, Plan Members will have access to legal providers after hours and weekends. Members will be assisted with non-emergency issues next business day and during normal hours of operations. The emergency contact phone number is (800) 356-LAWS..
2. **“Do It Yourself” Legal Form Document Preparation:** Our simple and online process will enable consumers to complete their own legal documents preparation from the comfort of their home, without incurring the cost of an attorney or dealing with lengthy completion and delivery periods.
3. **Free Will Preparation:** Plan Members will also have access to the interactive online will program that provides Plan Members with a resource to create their own will privately online. The Plan Member follows the prompts for the will format selected, building their own will, which they can then download/print, with complete instructions on proper signing and witnesses, so the will is valid.



IDENTITY THEFT RESTORATION PROGRAM

Welcome to the growing number of individuals and families who are benefiting from the extensive scope of identity theft services that are provided through this unique program. Now, you can finally enjoy the peace of mind afforded by knowing that you will have proper representation when confronted with identity theft issues.

The **Identity Theft Restoration Program** is a confidential and easily accessible service that provides an administrative structure for dealing with Identity Theft. By simply contacting customer service, each member has access to fully managed identity theft restoration services that will be supported as necessary by a Certified Fraud Examiner (CFE) and a Certified Identity Theft Risk Management Specialist.

The Fully Managed Restoration Service includes:

1. All means necessary to restore the impacted member's identity to the status experienced prior to the identity theft event.
2. Notify the three major credit bureaus, and the member's affected creditors, financial institutions, and utility providers if there has been an ID Theft Event.
3. Help prepare an Identity Theft Affidavit, Declaration of Fraud, Limited Power of Attorney Authorization, Police Report, and other applicable documents.
4. Provide fraud alerts to the three major credit bureaus.
5. Notify merchants who are impacted by the ID Theft Event that a fraudulent transaction occurred.
6. Collect information regarding misuse of the member's accounts to document the case file, prepare correspondence, deliver required documentation to all interested parties, and ultimately to receive documentation that the fraudulent transaction has been expunged from the member's record.
7. Create and maintain a case file to document the ID Theft Event.
8. Review credit files with the member to determine the accuracy of the file and potential areas of fraud.
9. Provide assistance obtaining and reviewing the members Social Security Personal Earnings and Benefits Statement.

How to Use the Plan

To utilize this benefit, simply **call 1-877-694-3367** (available 24/7 but closed during major holidays) and you will be connected with a Member Services Representative who will escalate your case to a Certified Fraud Examiner.



**FAMILY DEFENDER®
ENDORSEMENT E14**

Section entitled YOUR CHILDREN should read as follows:

Your children are covered by the Plan if they are an unmarried child (including adopted and step children) under 18 years of age and is dependent upon the Plan Member for support and maintenance, or

An unmarried child including adopted and step children under 26 years of age.



**FAMILY DEFENDER® MODIFICATION
ENDORSEMENT E-45**

This endorsement modifies insurance provided under the following:

Legal Services Family Policy of Insurance
Group Legal Services Family Policy of Insurance
Certificate of Coverage – Group Legal Services Family Policy of Insurance

The following coverage is added to the **Policy**:

Social Security, Veteran's Affairs & Medicare/Medicaid: Legal services for an **Insured** in an administrative legal dispute arising out of Social Security, Veterans, Medicare or Medicaid benefits.

If applicable as respects the "Certificate of Coverage", the term Insured is replaced with Covered Person.



**FAMILY DEFENDER®
ENDORSEMENT E51**

Limitations and Other Conditions, #1 is deleted and replaced with the following:

Legal matters under coverages for Family Law shall be limited to (20) hours for all family law issues during a calendar year. Any legal services required beyond this limitation shall be rendered by the attorney at a rate of \$89.00 per hour.



**FAMILY DEFENDER®
ENDORSEMENT E52**

The following is added as a coverage to the plan:

Irrevocable and Revocable Living Trusts – Advice, preparation and execution of an Irrevocable Trust or a Revocable Living Trust by a Network Attorney including the following: Durable Power of Attorney for Financial Management, Advance Health Care Directive, Pour-Over Wills, Bills of Sale and/or Transfer Deeds. This service does not include tax planning or services associated with funding the trust after it is created. (Out of Network coverage: 3 hours)



**FAMILY DEFENDER®
ENDORSEMENT E53**

Section II: Benefits, Item T - Personal Bankruptcy is deleted and replaced with the following:

Personal Bankruptcy: This service covers the Participating Employee 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. This service is not convertible. [Out of Network coverage: 8 hours)



**FAMILY DEFENDER®
ENDORSEMENT E54**

The following is added as a coverage to the plan:

ELDER LAW:

1. This benefit entitles the Plan Member to telephonic or in the office consultations with a Network Attorney for their or their spouses' parents at no cost to the Plan Member. There shall be no limit to the number of free consultations per year. Such consultation shall be of sufficient length or duration in time, in the opinion of the Network Attorney, to adequately respond to the Plan Member's inquiry. This benefit shall be limited to consultation on the following areas:
 - a. **Elder Fraud, Schemes or Scams:** Perpetrated on Senior's including telephone, mail or other solicitation and to avoid becoming a victim of fraud, abuse, schemes, chicanery or other misleading ideas or deceptions.
 - b. **Planning for Incapacity:** Including powers of attorney, living wills, health care surrogates, living trusts and forms of ownership.
 - c. **Health Care Decisions:** Decisions by patient, decisions for incompetent patient, durable power of attorney, living wills, and anatomical gifts.
 - d. **Financial Planning:** In order to save on income, gift and estate taxes, to adequately provide for family members, including development and reviewing a financial plan. IRA's, C.D.'s, annuities, life insurance, personal residence, health care benefits as well as retirement planning.
 - e. **Debt & Consumer Counseling:** Concerning problems with collections, debt and/or credit or credit reports.
 - f. **Estate Planning, Wills, Trusts and Living Trusts:** Including planning for surviving spouse, planning for single person, including tax strategies and techniques.

Out of Network coverage: 1 hour per legal issue