

U.S. LEGAL SERVICES PLAN

I. INTRODUCTION

U.S. Legal Services, Inc. has been established to make legal services available at a reasonable cost. The legal services described herein shall be furnished to members who wish to enroll and pay a monthly fee. The Plan is to be administered by U.S. Legal Services, Inc., a Florida corporation, hereinafter U.S. Legal.

II. DEFINITIONS

1. Plan - the U.S. Legal Services Plan.
2. Plan Member Application - the agreement entered into by the Plan Member and U.S. Legal.
3. Contribution - the amount paid for services offered.
4. Attorney(s) - any person properly licensed to practice law in the State of Florida.
5. Designated Attorney - one selected by U.S. Legal to provide legal service to a Plan Member.
6. Plan Member - person who signed the application and all family eligible for benefits under this Plan as defined in Part III herein.
7. Area - shall mean the county where the Plan Member resides.

III. 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 with written authorization from eligible Plan Member:

1. Spouse, residing in same residence or domestic partner under the stipulation that they show proof to the designated attorney that they have been in a committed relationship for no less than one year.
2. An unmarried child (including adopted and step children) under 18 years of age and is dependent upon the Plan Member for support and maintenance.
3. An unmarried child (including adopted and step child) under 23 years of age, whether or not living at 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.

IV. OPERATION AND ADMINISTRATION OF PLAN

The Plan is administered by U.S. Legal which shall provide services for Plan Members through attorney(s) contracted with U.S. Legal.

U.S. Legal as Plan Administrator will enter into contractual agreements with attorney(s) to provide legal services to Plan Members. Attorney(s) who shall have entered into an Attorney Agreement with U.S. Legal are known as "designated attorneys."

The designated attorney(s) will be selected on the basis of geographical proximity to Plan Members, and their general professional reputation.

The Plan Administrator shall maintain control over administrative procedures. The Plan Administrator may alter, amend or expand the legal aspects and procedures of the Plan at any time; however, any changes shall be prospective in operation only, and shall not deprive a Plan Member of services to which he was entitled in connection with any matter pending at the time of any change. The Plan Member shall be notified of this change at least thirty (30) days in advance.

No Plan Member is required or obligated to consult with or be represented by a Designated Attorney. Each Plan Member shall remain free to consult with or be represented by other attorneys concerning any matter at the Plan Member's own expense. The Plan will not pay attorney's fees to any other attorney than the designated attorney.

V. - LEGAL SERVICES AVAILABLE

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

- A. **Consultation** - Provided at Designated Attorney's office, by telephone or otherwise.
- B. **Consumer-Seller Relationships** - Actions by consumer against manufacturers, distributors or service agencies when based on warranties or guarantees, whether implied or expressed.
- C. **Preparation of Wills and Living Wills, Durable Power of Attorney, Simple Trusts** - This coverage includes periodic review and revision of wills and also includes preparation of simple trusts, living wills, and durable powers of attorney.
- 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.
- E. **Civil Actions as Plaintiff** – This includes representation up to and including trial for all civil cases where there is a legitimate cause of action and is not a frivolous case.
- F. **Civil Actions as Defendant** –Representation of Plan Member as a defendant in all cases. This 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 .

- G. Adoptions** - Including step-parent and otherwise.
- 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. Excluded from Real Estate Transactions shall be time that may be required to examine title and the rendering of any opinion or policy of insurance guaranteeing title in respect to the transfer, mortgaging, or other disposition or real property.
- I. Insurance Law** - Representation and consultation in all matters between the Plan Member and any insurance company with which the Plan Member has dealings or relations.
- J. Landlord/Tenant Law**- Any matter concerning the lease or rental of the Plan Member's dwelling in Plan Member's capacity as tenant.
- K. Traffic Violations** – Representation for non-criminal moving traffic violations.
- L. Preparation of Legal Documents** - Preparation of normal and customary legal documents and legal forms.
- M. Change of Name.**
- N. Probate of Wills** - Representation in the appropriate court for judicial determination of death and heirship claims where Plan Member is Personal Representative, heir or beneficiary.
- O. Defense of Juveniles** - Representation of Plan Member's minor (under age 18) dependant children in judicial proceedings.
- P. Family Law** – Legal representation for family law matters including:
 - 1. Uncontested Divorce
 - 2. Contested Divorce
 - 3. Child Support
 - 4. Child Custody
 - 5. Post Judgment Enforcement
 - 6. Post Judgment Modification
 - 7. Annulment
 - 8. Guardianships
- Q. Criminal Violations** – Representation for criminal misdemeanors with service available through trial in state courts.
- R. DWI** - Representation for defense of Driving-While-Intoxicated charges, including driving with unlawful blood alcohol level: (DUBAL)
- S. Personal Injury** – Including auto accidents, medical malpractice and similar causes of action.
- T. Bankruptcy** - Chapter 7. Coverage includes consultation, preparation of petition and Schedules, attendance at 341 meeting of Creditors.
- U. Immigration - Visa Extensions** - Defined as application for extension of any existing visas where eligible for said extensions.
Naturalization - Defined as advice, consultation, preparation and filing of applications for naturalization before the United States Bureau of Citizenship and Immigration Services.
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.
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** – Legal advice and preparation for Plan Member for one(1) corporation, partnership, or similar business entity.
- W. All other legal matters** – Designated Attorneys will provide legal representation for all other limited or non-covered legal matters for a 33 1/3% discount from their normal hourly

rates or fees.

VI. LEGAL SERVICES EXCLUDED

In addition, limited or no benefits are provided wherein the following circumstances are present:

- A. Business or commercial ventures of any nature to which Plan Member is a party. Services regarding matters resulting from your occupation, including business interest, transactions, pursuits and partnerships.
- B. Any controversy or proceeding between the U.S. Legal and any party to the Plan and legal controversies involving Plan Member and Employer
- C. Any legal matter which occurs or is initiated prior to effective date of coverage(This includes the dates for which an infraction occurs, a document is filed with the court or an attorney is hired.)
- D. No legal matters under coverages for Family Law shall be covered or legal services provided until the party to whom benefits are available shall have been fully paid for a minimum period of 120 days and shall be limited to twelve (12) hours during a calendar year. Any legal services required beyond this limitation shall be rendered by the attorney at a 33 1/3% discount from the attorney's normal and customary hourly rate.
- E. Preparing, completing, or filing of a federal, state, or local tax return or tax law.
- F. Appellate court proceedings are excluded. No coverage is provided in Federal Courts of the United States except for Bankruptcy provided herein.
- G. Felony crimes are excluded.
- H. Coverage for DWI limited to first offense only.
- I. Designated Attorneys are not required to provide legal services more than fifty (50) miles from their principal law office unless specific arrangements are agreed upon by Plan Member and Designated Attorney. Plan member may call U.S. Legal to determine if another Designated Attorney is available to represent Plan Member.
- J. Actions or disputes between you and your employer, or your employer's insurance carrier, unions, plan underwriter or any other party when coverage is prohibited by law.
- K. Workers' Compensation, unemployment compensation, class actions, interventions and Amicus Curiae.
- L. Matters relating to patents, copyrights or appeal proceedings.
- M. Duplication of services previously claimed in relation to same matter.
- N. 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.
- O. Legal representation deemed by the Designated Attorney to be lacking merit or representation that is, in the judgment of the Designated Attorney, in violation of attorney ethics rules.
- P. **No legal matters under coverages for Bankruptcy shall be covered or legal services provided until the party to whom benefits are available shall have been fully paid for a minimum period of 120 days.**

VII. GENERAL PROVISIONS

A. Court Costs (other than attorney's fee):

It is expressly understood that all costs incident to any legal matter including 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 borne and paid directly by the Plan Member.

B. Contingent Fee Agreements:

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. Designated 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 Designated 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 Designated Attorney a reasonable fee as determined by the Court in the litigation, contingent upon collection from the adverse party.

C. Number of Events Covered:

Plan Member shall be entitled to the benefits provided for in this Plan without limitation as to the number of events or the number of dependents of a Plan Member having recourse to such benefits.

D. Disclaimer:

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 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 attorney to whom a Plan Member takes the legal matter performs or omits an act which may give rise to a claim for malpractice, the Plan Member's recourse is against the individual attorney or firm of attorney's handling that Plan Member's legal matter. Plan Member has the right to file a grievance with Florida Bar.

E. Alternative Benefit:

In the event Plan Member has need of legal services not provided by the Designated Attorney for the Plan Member, Plan Member should first contact U.S. Legal to determine the availability of another Plan 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 Designated Attorney. 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 legal matter to an attorney. However, in the event of complaints from Plan Members, Company 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 all 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 the Company does not have a participating attorney available for Plan Member, then in that event, Plan Member has the right to retain, at his or her own expense, except when the policy provides otherwise, any attorneys authorized to practice law in this State. If the Plan Member is unable to find a participating attorney willing to perform services covered or if attorney is disqualified or otherwise unable to perform the services, the Company will provide an alternative benefit consisting of furnishing the services of an attorney selected and paid by the Company or paying the fee of an attorney selected by insured. This fee will not exceed the amount paid to a Designated Attorney contracted with the Company. If there is a disagreement between Plan Member and Company concerning the grounds for demanding the above alternative benefit, then an impartial arbiter will be selected and the decision shall be binding on both parties.

**VIII. RESPONSIBILITIES OF THE PLAN
ADMINISTRATORS
AND 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.** In the event that a Plan Member terminates Plan Membership or it is revoked and even though such Plan Member does not have an active matter pending, or has not used any services of the Plan, such Plan Member shall not be entitled to a refund of monthly Plan Membership fees previously paid. Likewise, should a Plan Member or dependents discharge a Plan Attorney as to any active matter without terminating Plan 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.
- D.** 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).

IX. TERMINATION PROVISIONS

- A.** The Company reserves the right to cancel this contract at anytime. If there are any unearned premiums, it will be returned within 10 days of the effective date of Cancellation.
- B.** Plan Member has right to terminate this agreement at anytime by furnishing written notice to the Company.
- C.** Where the representation of the Plan Member by a Designated 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 Plan Membership of any person where Plan Membership is effected solely to exploit the advantages under the Plan. 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.

U.S. LEGAL SERVICES, INC.

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