

**MetLife Auto & Home**  
Metropolitan Property and Casualty Insurance Company  
700 Quaker Lane, Warwick, RI 02887

**Group Legal Services Plan**  
**Policy of Insurance**

This is a policy of group legal services insurance by and between the Policyholder and Metropolitan Property and Casualty Insurance Company (Metropolitan), a Rhode Island Corporation with its principal place of business at 700 Quaker Lane, Warwick, Rhode Island, 02887.

In return for the payment of Participation Fees Metropolitan will provide the insured services described in this policy.

**Group Legal Services Policy Number:** 821/0848

**Group Policy Effective Date:** 01/01/2019

Administrative services are provided under this policy by Hyatt Legal Plans, Inc. ("Hyatt"), a Delaware Corporation and an affiliate of Metropolitan Property and Casualty Insurance Company. Any reference to Hyatt is as the Administrator of the Plan.

**CONTACTING HYATT LEGAL PLANS**

You may contact the Plan Administrator, Hyatt Legal Plans, Inc. by internet website, phone, or mail.  
Internet website: [www.legalplans.com](http://www.legalplans.com)  
Phone: 1-800-821-6400  
Mail: 1111 Superior Avenue, Suite 800  
Cleveland, OH 44114-2507

**Signatures**

The undersigned, being authorized to do so and having reviewed this policy, execute it agreeing to its terms and intending to be bound on the Effective Date.

**Name and Address of**  
Buchanan & Edwards  
1700 N Moore St Ste 2110  
Arlington, VA 22209

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**METROPOLITAN PROPERTY AND CASUALTY INSURANCE COMPANY**

By:

  
President

  
Secretary

Date: 01/01/2019

MP&C GLS P 12-VA

1

ML-2

## TABLE OF CONTENTS

Page(s)

|  |          |
|--|----------|
| <b>Definitions .....</b>   | <b>3</b> |
| <b>Important Dates and Additional Terms of Coverage .....</b>  | <b>4</b> |
| <b>Plan Participation .....</b>  | <b>4</b> |
| <b>Certificate .....</b>   | <b>4</b> |
| <b>Participation Fees .....</b>  | <b>4</b> |
| <b>Grace Period .....</b>  | <b>5</b> |
| <b>Covered Legal Services .....</b>  | <b>5</b> |
| <b>Claims Review – Additional Information .....</b>  | <b>5</b> |
| <b>Resolution of Disputes Arising Between Metropolitan, the Policyholder and the Administrator .....</b> | <b>5</b> |
| <b>Exclusions .....</b>  | <b>6</b> |
| <b>Entire Contract.....</b>  | <b>6</b> |
| <b>End of Insurance Provided By This Policy .....</b>  | <b>7</b> |
| <b>End of Insurance Coverage For A Participating Employee Or Dependent .....</b>                         | <b>7</b> |
| <b>If Coverage Ends Because of a Change in Employment Status .....</b>                                   | <b>7</b> |
| <b>Additional Policyholder Responsibilities .....</b>  | <b>7</b> |
| <b>Assignability .....</b>   | <b>8</b> |
| <b>Changes .....</b>   | <b>8</b> |
| <b>Enrollment Material.....</b>  | <b>8</b> |

## DEFINITIONS

As used in this policy, defined terms will have the meaning specified whenever they appear with initial capitalization. The plural use of a term defined in the singular will share the same meaning. In addition, other defined terms can be found in the Declarations Pages attached to this policy.

**Policyholder** means Buchanan & Edwards.

**Child** means a person under the Limiting Age who is the Participating Employee's:

- natural child;
- adopted child; or
- stepchild.

The term also includes such person under the Limiting Age who is unmarried.

No Child who, because of a mental or physical handicap, is incapable of self-support and is fully dependent on the Participating Employee for support, will cease to be a Child because he or she has reached the Limiting Age.

**Covered Legal Services** means those legal services listed and described in the Schedule A - Covered Legal Services.

**Covered Person** means a Participating Employee, and if Dependent coverage is in effect, his or her Dependents as defined in the Declarations Pages.

**Dependent** means the Participating Employee's lawful spouse and/or Child; and Qualified Domestic Partner.

**Eligible Employee** means each full-time and part-time employee who is regularly scheduled to work at his or her regular place of employment.

**Legal Services Plan or Plan** means this policy which provides insurance for Covered Legal Services.

**Limiting Age** means 26 years of age.

**Metropolitan** means Metropolitan Property and Casualty Insurance Company.

**Participating Employee** means an employee who participates in the Plan.

**Plan Attorney** means an attorney who has contracted with Metropolitan or the Administrator to provide Covered Legal Services.

**Qualified Domestic Partner or Civil Union Partner** means a person who qualifies for coverage (a) as a domestic partner or civil union partner under another employee benefit plan provided by the Policyholder; or (b) as required by applicable law.

**We, Us and Our** means the Administrator.

## IMPORTANT DATES AND ADDITIONAL TERMS OF COVERAGE

**Initial Plan Year:** Begins on the Group Legal Services Policy Effective Date and continues through 12/31/2019.

**Plan Year:** means the Initial Plan Year and each 12 consecutive month period which occurs thereafter.

**Initial Contract Term:** The initial term of the Group Legal Services Policy begins on the Effective Date and continues through 12/31/2019. During the Initial Contract Term, the Participation Fee rate(s) will not be changed. Thereafter Metropolitan may change the Participation Fee rate(s) on the Renewal Date.

**Renewal Date:** Beginning on 01/01/2020 and on each January 1<sup>st</sup> which occurs thereafter, this Group Legal Services Policy will be automatically renewed for a period of one year. Such renewals will continue until either party gives advance written notice of no less than three calendar months prior to a Renewal Date that it intends to end or seek to amend the Group Legal Services Policy effective on such Renewal Date. The Group Legal Services Policy may be ended or amended with less than the required number of days notice if both parties agree in writing.

**Coverage for Dependents:** is provided under this Plan.

**Re-enrollment:** will be automatic unless the Participating Employee elects not to participate during the annual enrollment period.

**Participation Fees:** This is a Contributory plan. The Participation Fee is 21.00 per month per Participating Employee with Dependent Coverage all of which is paid by the Participating Employee. The Due Date for the payment of Participation Fees to Us is the 1<sup>st</sup> day of each month beginning with the Participation Fee due 01/01/2019.

## PLAN PARTICIPATION

This is a Contributory plan. This means that Participating Employees pay all or part of the Participation Fees set forth in the Declarations Pages in order to participate in the Plan. The Policyholder must offer participation in this Plan to Eligible Employees at least once in each Plan Year. Eligible Employees may enroll or re-enroll in the Plan during the enrollment period as established by the Policyholder. Eligible Employees who choose to participate in the Plan agree to do so for the full Plan Year. Persons who become Eligible Employees during the Plan Year will be offered enrollment in the Plan for the remainder of the Plan Year.

The Policyholder must provide the Administrator with a list of Participating Employees at times and in a form agreed upon by the Policyholder and the Administrator. The Policyholder will make all decisions regarding whether a person is an Eligible Employee or a Participating Employee. The Administrator and Metropolitan may accept and rely on such decisions.

Participation in this Plan may not be required as a condition of employment and no employee may be discriminated against or coerced for failure to participate.

## CERTIFICATE

Metropolitan will provide the Policyholder with a certificate to deliver to Participating Employees. This certificate will outline the provisions of the insurance and describe the Covered Legal Services provided under this policy.

## PARTICIPATION FEES

In consideration of the insurance provided under this Plan, the Policyholder must pay Participation Fees to the Administrator. Participation Fees must be remitted in the amount and frequency set forth in the Declarations Pages. The Policyholder may request in writing to change the frequency of payment. Any change in the frequency of payment must be approved by the Administrator in writing.

## GRACE PERIOD

The Policyholder will have a Grace Period of thirty-one (31) days to remit the Participation Fees that become due. During the Grace Period, this policy will continue in effect. If the Participation Fees remain unpaid at the end of the Grace Period, this policy will terminate. Termination will be effective at 12:01 a.m. on the thirty-second day following the due date for which Participation Fees remain unpaid. In any case, the Policyholder will remain liable for the pro-rata portion of all Participation Fees which accrue for the period this policy is in effect.

## **COVERED LEGAL SERVICES**

The Legal Services Benefits described in Schedule A- Covered Legal Services will be provided to Covered Persons by Plan Attorneys unless a Covered Person chooses to use a non-Plan Attorney.

If Covered Legal Services are provided by a non-Plan Attorney, payment will be made in accordance with the amounts set forth in the Non-Plan Attorney Fee Schedule (Schedule B) as maintained by Hyatt. However, in no event will an amount greater than the sum of the legal fees actually incurred be paid.

If a Participating Employee has an adverse interest in a matter involving one or more other Participating Employees and Covered Legal Services are provided, each Participating Employee will be given independent and separate counsel.

If Dependent coverage is provided under the Plan and a Participating Employee for whom such coverage is in effect has a right to receive Covered Legal Services involving a Dependent as an adversary, then the Plan will provide services for the Participating Employee only.

A Plan Attorney may not request or accept additional compensation of any nature from Covered Persons for the provision of Covered Legal Services, except for payments required to be made to third parties. The Covered Person is responsible for the payment of all amounts due to third parties.

The Advice and Consultation services described in the Covered Legal Services Schedule will be the **only** service provided for a matter not otherwise included as a Covered Legal Service and not listed in the Exclusion section.

Covered Persons have the right to complain to the state bar association concerning attorney conduct in the providing of legal services.

Nothing contained in this policy is intended to interfere with any Covered Person's freedom of choice in the selection of an attorney or with the direct attorney-client relationship.

Metropolitan will be liable for payment to Plan Attorneys, on behalf of the Covered Person, for providing Covered Legal Services.

## **CLAIMS REVIEW — ADDITIONAL INFORMATION**

This plan is subject to the provisions of the Employee Retirement Income Security Act of 1974 (ERISA). The Administrator is the named Claims Review Fiduciary. This means that the Administrator is the fiduciary charged with discretionary authority for determining Plan services and for the interpretation of Plan terms in connection with the full and fair review of claims that have been denied in whole or in part, which review is required by Section 503 of the Employee Retirement Income Security Act of 1974, as amended (ERISA).

## **RESOLUTION OF DISPUTES ARISING BETWEEN METROPOLITAN, THE POLICYHOLDER AND THE ADMINISTRATOR**

If any dispute or controversy arises among:

- Metropolitan
- the Policyholder, and/or
- the Administrator

it will be resolved as follows:

MP&C GLS P 12-VA

5

ML-2

- Representatives of the parties in dispute will, in good faith, attempt to resolve the dispute or controversy within thirty (30) days of the written request of any aggrieved party.
- If the dispute or controversy is not settled within the thirty (30)-day period, the parties to the dispute or controversy may mutually agree upon a process to resolve it.
- This Section is not intended to limit the legal options of a party to a dispute or controversy if the dispute or controversy cannot be resolved, or a process to resolve it cannot be agreed upon, within the thirty (30)-day period.

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

## **EXCLUSIONS**

Covered Legal Services will not be provided for:

- Appeals or class actions.
- Transactions involving:
  - farms or businesses;
  - rental property when a Covered Person or the Policyholder is the landlord;
  - patent, trademark or copyright law
  - property held for investments or rental.
- Any matter involving a dispute or proceeding with:
  - the Policyholder or any of its affiliates as an adverse party;
  - any employee benefit or benefit plan the Policyholder has established; or
  - Metropolitan or its affiliates, the Administrator or any Plan Attorney as an adverse party.
- Any employment related matter;
- Any matter for which an attorney-client relationship arose before a Covered Person became eligible for the Covered Legal Services under the Plan.
- Amounts due third parties such as:
  - court costs, filing fees or recording fees;
  - fines;
  - judgments;
  - witness fees; or
  - transcripts.
- Any matter deemed to be frivolous, harassing, or in contravention of the rules of ethical conduct governing attorneys.

## **ENTIRE CONTRACT**

This policy, the Declarations Page, the certificate and any attached schedules, endorsements, exhibits, and amendments will constitute the entire contract. Any statement made by the Policyholder in obtaining this coverage will be deemed to be a representation and not a warranty. No such statement will be used to void this policy or as a defense to any claim for services provided under it.

## **END OF INSURANCE PROVIDED BY THIS POLICY**

1. Upon providing the required notice of intent to end this policy as described in Declarations Pages, this policy and the insurance provided under it may be terminated by either party on any Renewal Date.
2. Subject to the Grace Period, this policy and the insurance provided under it will be terminated if the Policyholder fails to remit Participation Fees when due.

## **END OF INSURANCE COVERAGE FOR A PARTICIPATING EMPLOYEE OR DEPENDENT**

1. Insurance coverage provided to an individual Participating Employee will end upon the first of the following to occur:
  - the date this policy terminates;
  - the date the Participating Employee ceases to be an Eligible Employee; or
  - the date the Participating Employee fails to:
    - re-enroll during an annual enrollment period as described in the Declarations Pages; or
    - pay any required contribution to the Participation Fee.
2. Insurance coverage provided to a Dependent of a Participating Employee will end upon the first of the following to occur:
  - the date the Participating Employee's coverage ends;
  - the date the Participating Employee fails to pay a required contribution to the cost of Dependent coverage; or
  - the date the Dependent ceases to be a Dependent of a Participating Employee.

## **IF COVERAGE ENDS BECAUSE OF A CHANGE IN EMPLOYMENT STATUS**

A Participating Employee whose coverage ends because of a change in employment status may:

- continue coverage under this policy for 30 months after such change if, within 30 days of the change, such Participating Employee contacts Us and makes a single payment equal to 30 monthly Participation Fees; or
- buy a policy of individual legal services insurance from Metropolitan on any form of individual legal services insurance then customarily offered in the Covered Person's state of residence.

When coverage for a Covered Person ends services that would begin after the date such coverage ends will not be covered. However, services will continue for any matter where:

- Covered Legal Services were provided for such matter prior to the end of insurance; and
- such matter was open and pending when such coverage ended.

## **ADDITIONAL POLICYHOLDER RESPONSIBILITIES**

The Policyholder is responsible for any filings required of the Policyholder by:

- the Internal Revenue Service;
- the Department of Labor or any federal agency; or
- any agency of a state government claiming jurisdiction over the Policyholder.

Upon request, the Administrator or Metropolitan will provide to the Policyholder information they possess that the Policyholder needs to make such required filings.

Metropolitan and the Administrator will indemnify and hold the Policyholder harmless against any claim, judgment or liability resulting from any alleged professional negligence or misconduct on the part of Plan Attorneys in providing Covered Legal Services under the Plan or resulting from any alleged negligence or misconduct on the part of

Metropolitan or the Administrator in the performance of or omission of any responsibility assumed by Metropolitan or the Administrator under this policy.

Unless otherwise prohibited by law, the Policyholder will indemnify and hold Metropolitan and the Administrator harmless against any claim, judgment, or liability resulting from any alleged negligence or misconduct by the Policyholder in the performance of or omission of any responsibility the Policyholder has agreed to assume under this policy.

## **ASSIGNABILITY**

This policy may not be assigned.

## **CHANGES**

No change to this policy will be valid unless approved by an officer of Metropolitan Property and Casualty Insurance Company. Changes requiring the agreement of Metropolitan and the Policyholder must be signed by an officer of the Policyholder and by an officer of Metropolitan Property and Casualty Insurance Company. Each change must be in writing and must be endorsed on or attached to this policy.

No agent, broker, or sales representative may make any change in this policy or waive any of its provisions.

## **ENROLLMENT MATERIALS**

Subject to Our review and written approval, the Policyholder will be responsible for printing and distributing enrollment materials to all employees.

## **SCHEDULE A**



## COVERED LEGAL SERVICES

### ADVICE AND CONSULTATION

#### Office Consultation

This service enables the Covered Person to talk with a Plan Attorney about any personal legal problems not specifically excluded. The attorney will:

- explain the Covered Person's rights;
- point out his or her options; and,
- if needed, suggest a course of action.

The Plan Attorney will describe any further coverage under the Plan, and will represent the Covered Person if requested. If representation is covered as outlined in this Schedule, the Covered Person will not be charged for the Plan Attorney's services. For non-covered matters where this is the only service provided, the Covered Person may obtain consultations with a Plan Attorney for an unlimited number of matters. If representation is suggested but is not covered, the Plan Attorney will give a written fee estimate. The Covered Person may then choose to:

- retain the Plan Attorney at his or her own expense;
- seek other counsel; or,
- do nothing.

This service is not intended to provide the Covered Person with continuing access to a Plan Attorney in order to seek advice that would allow the Covered Person to undertake his or her own representation.

#### Telephone Advice

This service enables the Covered Person to talk with a Plan Attorney about any personal legal problems not specifically excluded. The attorney will:

- explain the Covered Person's rights;
- point out his or her options; and,
- if needed, suggest a course of action.

The Plan Attorney will describe any further coverage under the Plan, and will represent the Covered Person if requested. If representation is covered as outlined in this Schedule, the Covered Person will not be charged for the Plan Attorney's services. For non-covered matters where this is the only service provided, the Covered Person may obtain consultations with a Plan Attorney for an unlimited number of matters. If representation is suggested but is not covered, the Plan Attorney will give a written fee estimate. The Covered Person may then choose to:

- retain the Plan Attorney at his or her own expense;
- seek other counsel; or,
- do nothing.

This service is not intended to provide the Covered Person with continuing access to a Plan Attorney in order to seek advice that would allow the Covered Person to undertake his or her own representation.

### CONSUMER PROTECTION

#### Consumer Protection Matters

This service provides the Covered Person with representation, as a plaintiff, in consumer protection matters and includes representation at trial. It covers disputes over consumer goods and services where:

- the amount being contested exceeds the small claims court limit; and
- the controversy is evidenced by a written document such a sales slip, contract, note or warranty.

This service does not include disputes over real estate, construction or insurance, or collection activities after a judgment.

### **Small Claims Assistance**

This service provides the Covered Person with:

- counseling on prosecuting a small claims action;
- help in preparing documents;
- advise on evidence, documentation and witnesses; and
- help in preparing for trial.

This service does not cover the Plan Attorney's attendance or representation at a small claims trial, collection activities after a judgment or any services relating to post-judgment actions.

### **Personal Property Protection**

This service provides the Covered Person with:

- Counseling on any personal property issue
- Examples are consumer credit reports, contracts for purchase of personal property, consumer credit agreements or installment sales agreements
- Counseling on pursuing or defending a small claims action
- Reviewing personal legal documents
- Preparing promissory notes, affidavits and demand letters

## **IMMIGRATION ASSISTANCE**

This service covers advice and consultation, preparation of affidavits and powers of attorney, review of any immigration documents and helping the Covered Person prepare for hearings.

## **JUVENILE MATTERS**

### **Juvenile Court Matters**

This service provides representation of a Participating Employee and Participating Employee's Dependent Child in any juvenile court matter, provided there is no conflict of interest between the Participating Employee and child. In that event, or where the court requires separate counsel for the child, this service provides an attorney for the Employee only, including services for parental responsibility.

## **DEBT MATTERS**

### **Debt Collection Defense**

This service provides a Covered Person with an attorney to:

- negotiate with creditors for a repayment schedule;
- help limit creditor harassment;
- defend any action for personal debt collection, foreclosure, repossession or garnishment; and
- defend any tax agency debt collection.

This help includes representation at trial if necessary.

It does not include:

- defense against a judgment, vacating a judgment, counter claim, cross claim, third-party claims, or bankruptcy;
- any action arising out of divorce or post-decree matters;
- any matters involving child custody, alimony or support;
- or any matter where the creditor is an affiliate of the Policyholder.

## **Identity Theft Defense**

This service provides Covered Persons with consultations with an attorney regarding potential creditor actions resulting from identity theft and attorney services as needed to contact creditors, credit bureaus and financial institutions. It also provides defense services for specific creditor actions over disputed accounts. The defense services include limiting creditor harassment and representation in defense of any action that arises out of identity theft such as foreclosure, repossession or garnishment, up to and including trial if necessary. The service also provides Covered Persons with online help and information about identity theft and prevention. It does not include counter, cross or third party claims, bankruptcy, any actions arising out of divorce or post decree matters, or any matter where the creditor is affiliated with the sponsor.

## **Personal Bankruptcy**

This service covers the Participating Employee and spouse and Domestic Partner in pre-bankruptcy planning. It includes the preparation and filing of a personal bankruptcy or Wage Earner petition and representation at all court hearings and trials. It is not available if the Policyholder is a creditor, even if the Participating Employee or spouse or Domestic Partner chooses to reaffirm the specific debt.

## **Tax Audits**

This service provides the Covered Person with an attorney to:

- review tax returns;
- review questions from the IRS or other state or local taxing authority concerning the Covered Person's tax return;
- negotiate with the agency;
- advise the Covered Person on necessary documentation; and
- attend an IRS or a state or local taxing authority audit, if necessary.

This service does not include prosecuting a claim for the return of overpaid taxes, or the preparation of any tax returns.

## **DEFENSE OF CIVIL LAWSUITS**

### **Administrative Hearing Representation**

This service provides the Covered Person with defense in civil proceedings. It includes proceedings before a municipal, county, state or federal administrative board, agency or commission. It includes the hearing before an administrative board or agency over an adverse governmental action. It does not apply where legal representation is available or being provided by virtue of another insurance policy. It does not include:

- family matters;
- post judgment matters; or
- litigation of a job-related incident.

### **Civil Litigation Defense**

This service provides the Covered Person with defense in civil proceedings. It includes proceedings in a trial court of general jurisdiction or before a municipal, county, state or federal administrative board agency or commission. It does not apply where legal representation is available or being provided by virtue of another insurance policy. It does not include:

- family matters;
- post judgment matters; or
- litigation of a job-related incident.

This service does not include bringing counterclaims, cross claims or third-party claims.

## **Incompetency Defense**

This service provides the Covered Person with defense in any incompetency action. It includes representation at court hearings when there is a proceeding to find the Covered Person incompetent.

## **DOCUMENT PREPARATION**

**Affidavits**

This service provides preparation of an affidavit where the Covered Person is the person making the statement.

**Deeds**

This service provides for the preparation of any deed for which the Covered Person is either the grantor or grantee.

**Demand Letters**

This service provides for:

- the preparation of letters which demand money, property or some other property interest of the Covered Person;
- mailing them to the addressee; and
- forwarding and explaining any response to the Covered Person.

Negotiations and representation in litigation are not included.

**Mortgages**

This service provides for the preparation of any mortgage for which the Covered Person is the mortgagor.

**Notes**

This service provides for the preparation of any promissory note for which the Covered Person is the payor or payee.

**DOCUMENT REVIEW**

This service provides for the review of any personal legal document of the Covered Person, such as letters, leases or purchase agreements.

**ELDER LAW MATTERS**

This service provides the Covered Person with:

- Counseling on any personal issues relating to the Covered Person's parents as they effect the Covered Person
- Reviewing documents of the parents as they effect the Covered Person
- Examples of documents are Medicare or Medicaid materials, prescription plans, leases, nursing home agreements, powers of attorney, living wills and wills
- Preparing deeds involving the parents when the Covered Person is the grantor or the grantee
- Preparing promissory notes involving the parents when the Covered Person is either the payor or payee

**FAMILY LAW****Name Change**

This service provides for all necessary pleadings and court hearings for a legal name change for the Covered Person.

**Prenuptial Agreement**

This service provides for the negotiation, preparation, review and execution of an agreement by a Participating Employee and his or her fiancé/partner prior to marriage or legal union (where allowed by law), outlining how property is to be divided in the event of:

- separation;
- divorce; or
- death of either.

Representation is provided only to the Participating Employee. The fiancé/partner must have separate counsel or waive representation. It does not include subsequent litigation arising out of a prenuptial agreement.

**Protection From Domestic Violence**

This service provides the Participating Employee as the victim of domestic violence with representation to obtain a protective order, including:

- preparing the paperwork;
- attending all court appearances.

This service does not include:

- coverage for the Participating Employee's Dependents;
- representation in suits for damages; or
- representation for the Participating Employee as the offender.

#### **Adoption (Contested and Uncontested)**

This service provides for all legal services and court work in a state or federal court for an adoption for the Participating Employee and spouse. Legitimization of a child for the Participating Employee and spouse, including reformation of a birth certificate, is also covered.

#### **Guardianship or Conservatorship (Contested and Uncontested)**

This service provides for establishing a guardianship or conservatorship over a person and his or her estate by the Participating Employee and spouse and Domestic Partner. It includes:

- obtaining a temporary guardianship or conservatorship if necessary;
- gathering any necessary medical evidence;
- preparing the paperwork;
- attending the hearing; and
- preparing the initial accounting.

This service does not include:

- representation of the person over whom guardianship or conservatorship is sought;
- any proceedings involving annual accountings after the initial accounting; or
- terminating the guardianship or conservatorship once it has been established.

## **PERSONAL INJURY**

#### **Personal Injury (Discount)**

Subject to applicable law and court rules, Plan Attorneys will handle personal injury matters where the Covered Person is the plaintiff at a maximum fee of 25% of the gross award. It is the Covered Person's responsibility to pay the attorney's fee and all costs.

## **REAL ESTATE MATTERS**

#### **Boundary or Title Disputes**

This service provides representation for the Covered Person in disputes concerning boundary or real property title disputes involving his or her primary residence. It does not apply where legal representation is available or being provided by virtue of homeowner or title insurance policies.

#### **Eviction Defense**

This service provides representation for the Covered Person as a residential tenant, in case of eviction, up to and including a trial defense.

#### **Property Tax Assessment**

This service provides the Covered Person with coverage for review and advice on a property tax assessment on his or her primary residence. The service includes:

- filing the paperwork,
- gathering the evidence,

- negotiating a settlement, and attending the hearing necessary to seek a reduction of the assessment.

### **Refinancing of Home/Home Equity Loan (Primary and Secondary Residence)**

This service provides the Covered Person with counsel in the refinancing of or obtaining a home equity loan on the Covered Person's primary and secondary residence. It includes the review or preparation of all relevant documents (the mortgage, deed and documents pertaining to title, insurance, recordation and taxation). It also includes obtaining a permanent mortgage on a newly constructed home. It does not include:

- services provided by an attorney representing a lending institution or title company;
- the refinancing of or getting a home equity loan on:
  1. rental property; or
  2. property held for business or investment;
- the sale or purchase of a home.

### **Sale or Purchase of Home (Primary and Secondary Residence)**

This service provides the Covered Person with counsel for the purchase and sale of the Covered Person's primary and secondary residence or of vacant property to be used for building a primary residence and secondary. It includes the review or preparation of all relevant documents (the construction documents for a new home, purchase agreement, mortgage, deed and documents pertaining to title, insurance, recordation and taxation). The service also includes attendance of a Plan Attorney at closing.

It does not include:

- services provided by an attorney representing a lending institution or title company;
- the sale or purchase of:
  1. rental property;
  2. property held for business or investment; or
  3. leases with an option to buy;
- refinancing a home; and
- home equity loans.

### **Tenant Negotiations**

This service provides the Covered Person with representation as a tenant for matters involving leases, security deposits or other disputes with a residential landlord. It does not include representation in disputes with other tenants or as a plaintiff in a lawsuit against the landlord, including an action for return of a security deposit.

### **Zoning Applications**

This service provides the Covered Person with counsel to help get a zoning change or variance for his or her primary residence. This service includes:

- reviewing the law;
- reviewing the surveys;
- advising the Covered Person;
- preparing applications for the zoning hearings;
- preparing for the hearing; and
- attending the hearing, if necessary, to change the zoning.

### **Security Deposit Assistance (Primary Residence - Tenant Only)**

This service covers counseling the Participant in recovering a security deposit from the Participant's residential landlord; reviewing the lease and other relevant documents; and preparing a demand letter to the landlord for the return of the deposit.

It also covers:

- assisting the Participant in prosecuting a small claims action;
- helping prepare documents;

- advising on evidence, documentation and witnesses; and
- preparing the Participant for the small claims trial.

This service does not include:

- the Plan Attorney's attendance or representation at the small claims trial;
- collection activities after a judgment; or
- any services relating to post-judgment actions.

## **TRAFFIC INFRACTIONS**

### **Restoration of Driving Privileges**

This service provides the Covered Person with representation in proceedings to restore his or her driving license.

### **Traffic Infractions (No Defense of Driving Under the Influence)**

This service provides the Covered Person with representation in defense of any traffic infraction.

The service includes:

- court hearings;
- negotiation with the prosecutor; and
- trials.

## **WILLS AND ESTATE PLANNING**

### **Trusts**

This service includes the preparation of revocable or irrevocable living trusts for the Covered Person. It does not include tax planning or services associated with funding the trust after it is created.

### **Living Wills**

This service covers the preparation of a living will for the Covered Person.

### **Powers of Attorney**

This service includes the preparation of any power of attorney when the Covered Person is granting the power.

### **Probate (10% Discount)**

Subject to applicable law and court rules, Plan Attorneys will handle probate matters at a fee 10% less than the prevailing fee. The Covered Person must pay the reduced fee and all costs.

### **Wills and Codicils**

This service covers the preparation of simple or complex wills or codicils for the Covered Person. The creation of a testamentary trust is covered. The service does not include tax planning.

## SCHEDULE B

### FEE REIMBURSEMENT SCHEDULE

This fee schedule describes the maximum amounts that Hyatt Legal Plans will reimburse you for covered legal services provided to you by an attorney not on our panel. Only one fee category per casetype applies to each matter: i.e., the one that best describes the services that were provided. The legal plan provides only for the personal legal matters listed below and once you receive services from an out-of-network attorney, you cannot then use a plan attorney for the same matter. If you or your attorney has any questions regarding coverage or exclusions, please visit our web site at [www.legalplans.com](http://www.legalplans.com) or call 1-800-821-6400 and ask to speak with Hyatt's Payment Administrator before services are provided.

#### CASETYPE

#### THE PLAN WILL PAY UP TO A MAXIMUM OF:

##### ADVICE AND CONSULTATION

|  |      |
|--|------|
| Office Consultation and Telephone Advice . . . . . | \$50 |
| (If no further covered services are provided)      |      |

##### CONSUMER PROTECTION

###### Consumer Protection Matters

(Excludes disputes over real estate, construction or insurance. Disputed amount exceeds small claims limit and is evidenced by writing.)

|  |         |
|--|---------|
| Correspondence and Negotiation . . . . .                   | \$500   |
| Filing of Suit, Ending in Settlement or Judgment . . . . . | \$2,000 |
| Plus Trial Supplement *                                    |         |

###### Personal Property Protection

|  |       |
|--|-------|
| Counseling, Document Review and Assistance . . . . . | \$125 |
|--|-------|

###### Small Claims Assistance

|  |       |
|--|-------|
| Counseling on Preparing Small Claims Complaint and Trial Preparation . . . | \$200 |
|--|-------|

##### DEBT MATTERS

###### Debt Collection Defense

(Excludes defense of matters arising from divorce or post-decree actions. Includes repossession and garnishment.)

|   |         |
|---|---------|
| Negotiation and Settlement . . . . .                                  | \$300   |
| Negotiation and Settlement after Complaint and Answer Filed . . . . . | \$600   |
| Trial . . . . .   | \$1,000 |
| Plus Trial Supplement *   |         |

|   |       |
|---|-------|
| Identity Theft (Correspondence/Notice to Creditors) . . . . . | \$250 |
|---|-------|

###### Personal Bankruptcy or Wage Earner Plan

|  |         |
|--|---------|
| Chapter 7 Individual or Member/Spouse . . . . .  | \$850   |
| Chapter 13 Individual or Member/Spouse . . . . . | \$1,400 |

###### Tax Audits

|  |         |
|--|---------|
| Negotiation and Settlement . . . . .                         | \$450   |
| Audit Hearing (Including Negotiation & Settlement) . . . . . | \$1,000 |



## CASETYPE

THE PLAN WILL PAY UP  
TO A MAXIMUM OF:

### DEFENSE OF CIVIL LAWSUITS

#### **Administrative Hearing Representation and Incompetency Defense**

(Excludes defense of matters arising from divorce, post-decree actions or other family law matters.)

|                                  |         |
|----------------------------------|---------|
| Negotiation and Settlement ..... | \$500   |
| Trial .....                      | \$1,800 |
| Plus Trial Supplement *          |         |

#### **Civil Litigation Defense**

(Excludes defense of matters arising from divorce, post-decree actions or other family law matters.)

|                                  |         |
|----------------------------------|---------|
| Negotiation and Settlement ..... | \$650   |
| Trial .....                      | \$2,000 |
| Plus Trial Supplement *          |         |

### DOCUMENT PREPARATION

|                       |       |
|-----------------------|-------|
| Affidavits .....      | \$75  |
| Deeds .....           | \$100 |
| Demand Letters .....  | \$75  |
| Document Review ..... | \$100 |
| Mortgages .....       | \$70  |
| Notes .....           | \$70  |

#### **Elder Law Matters**

|   |       |
|---|-------|
| Counseling and Document Review .....  | \$100 |
| (Only documents relating to the participant's parents as affecting the participant) |       |

### FAMILY LAW

#### **Adoption and Legitimization**

|                         |         |
|-------------------------|---------|
| Uncontested .....       | \$650   |
| Contested .....         | \$1,500 |
| Plus Trial Supplement * |         |

#### **Guardianship or Conservatorship**

|                         |         |
|-------------------------|---------|
| Uncontested .....       | \$650   |
| Contested .....         | \$1,500 |
| Plus Trial Supplement * |         |

|                   |       |
|-------------------|-------|
| Name Change ..... | \$400 |
|-------------------|-------|

|   |       |
|---|-------|
| Prenuptial Agreement (Available to Eligible Plan Member only) ..... | \$500 |
|---|-------|

#### **Protection from Domestic Violence (Available to Eligible Plan Member only)**

|  |       |
|--|-------|
| Preparation of Paperwork and Attendance at Hearing ..... | \$425 |
|--|-------|

### IMMIGRATION

#### **Immigration Assistance**

|   |       |
|---|-------|
| Counseling on Preparing Forms and Hearing Preparation ..... | \$500 |
|---|-------|

## CASETYPE

## THE PLAN WILL PAY UP TO A MAXIMUM OF:

### JUVENILE MATTERS

|                                  |         |
|----------------------------------|---------|
| Negotiation and Settlement ..... | \$500   |
| Trial .....                      | \$1,200 |
| Plus Trial Supplement *          |         |

### REAL ESTATE MATTERS

#### **Boundary or Title Disputes (Primary Residence)**

|                                  |         |
|----------------------------------|---------|
| Negotiation and Settlement ..... | \$350   |
| Trial .....                      | \$1,000 |
| Plus Trial Supplement *          |         |

#### **Eviction and Tenant Problems (Primary Residence - Tenant only)**

|                                       |       |
|---------------------------------------|-------|
| Correspondence and Negotiations ..... | \$280 |
| Eviction Trial Defense .....          | \$840 |
| Plus Trial Supplement *               |       |

#### **Home Equity Loans (Primary Residence) .....** \$250 (Applies only to attorney who represents the plan member, not the attorney representing the lending institution.)

#### **Home Equity Loans (Second or Vacation Home) .....** \$250 (Applies only to attorney who represents the plan member, not the attorney representing the lending institution.)

#### **Property Tax Assessments (Primary Residence)**

|   |       |
|---|-------|
| Negotiation and Settlement .....                          | \$270 |
| File Request for Hearing with Attendance at Hearing ..... | \$620 |
| Plus Trial Supplement *                                   |       |

#### **Refinancing of Home (Primary Residence) .....** \$350 (Applies only to attorney who represents the plan member, not the attorney representing the lending institution.)

#### **Refinancing of Home (Second or Vacation Home) .....** \$350 (Applies only to attorney who represents the plan member, not the attorney representing the lending institution.)

#### **Sale or Purchase of Home (Primary Residence) .....** \$500 (Applies only to attorney who represents the plan member, not the attorney representing the lending institution.)

#### **Sale or Purchase of Home (Second or Vacation Home) .....** \$500 (Applies only to attorney who represents the plan member, not the attorney representing the lending institution.)

#### **Security Deposit Assistance (Primary Residence-Tenant only)**

|  |       |
|--|-------|
| Demand Letter/Negotiations .....   | \$250 |
| Counseling on Preparing Small Claims Complaint and Trial Preparation ... | \$150 |

#### **Zoning Applications**

|                                       |       |
|---------------------------------------|-------|
| Preparation of Documentation .....    | \$250 |
| Documentation/Attending Hearing ..... | \$500 |

**CASETYPE****THE PLAN WILL PAY UP  
TO A MAXIMUM OF:****TRAFFIC AND CRIMINAL MATTERS**

|   |       |
|---|-------|
| Driving Privileges/Restoration of Suspended License .....                 | \$385 |
| <b>Traffic Ticket Defense (No Defense of Driving Under the Influence)</b> |       |
| Plea or Trial at Court for Minor Moving Violations .....                  | \$250 |
| Plea or Trial at Court Resulting in Jail Time or License Suspension ..... | \$500 |
| Plus Trial Supplement *   |       |

**WILL AND ESTATE MATTERS**

|  |       |
|--|-------|
| <b>Trust (Revocable and Irrevocable Living Trusts)</b> |       |
| Individual .....                                       | \$325 |
| Member and Spouse .....                                | \$450 |
| <b>Living Wills</b>                                    |       |
| Individual .....                                       | \$60  |
| Member and Spouse .....                                | \$70  |
| <b>Powers of Attorney</b>                              |       |
| Individual .....                                       | \$65  |
| Member and Spouse .....                                | \$75  |
| <b>Wills and Codicils</b>                              |       |
| Individual .....                                       | \$150 |
| Member and Spouse .....                                | \$175 |

\*- Trial Supplement – In addition to fees indicated for trials, we will pay one half of the attorney's hourly rate for representation in trial beyond the third day of trial for a maximum of \$800 per day up to \$100,000 total trial supplement maximum.