

EXHAUSTIVE COURSE AND SCOPE OF
DISCOUNTED LEGAL SERVICES PLAN
For members of Thrivent Financial for Lutherans
ADMINISTERED BY
U.S. LEGAL SERVICES, INC.

I. DISCOUNTED LEGAL SERVICES PLAN

A. FOLLOWING SERVICES PROVIDED FREE-OF-CHARGE (for no extra charge, per household, per calendar year).

- 1. Telephone and/or Office Consultations** on an unlimited number of new legal issues. Free consultations are generally limited to one hour per each new matter.

One (1) letter written on your behalf by an attorney per household.

One (1) telephone call made on your behalf by an attorney per household.

Review of one (1) legal contract or agreement (up to 6 pages) per household.

- 2. Durable Power of Attorney for Financial Management, Advance Medical Directive and Health Care Agent.** Documents prepared and provided free of charge to the Plan Member and those residing in the Member's household.
- 3. One (1) Bill of Sale per household.**
- 4. Up to two (2) Transfer Deeds per household.**
- 5. Consultation and guidance by an attorney for Plan Member to represent themselves *Pro Se* in Small Claims Court.**
- 6. Formation of one (1) corporation or partnership per household per year.**
- 7. After-Hours 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.

B. ESTATE PLANNING PACKAGES

1. **Single Will Package:** A simple will, newly created or updated, plus the following documents prepared: (1) Advance Medical Directive, (2) Health Care Agent, (3) Durable Power of Attorney for Financial Management for a cost of \$99.
2. **Couples Will Package:** A simple will, newly created or updated, for Plan Member and also for Spouse plus the following documents prepared for each: (1) Advance Medical Directive, (2) Health Care Agent, (3) Durable Power of Attorney for Financial Management for a cost of \$179.
3. **Minor 's or Special Need's Trust :** A **Special Needs Trust** is created to ensure that beneficiaries who are disabled or mentally ill can enjoy the use of property which is intended to be held for their benefit. In addition to personal planning reasons for such a Trust (the person may lack the mental capacity to handle their financial affairs) there may be fiscal advantages to the use of a Trust. Such Trusts may also avoid beneficiaries losing access to essential government benefits. A Special Needs Trust will be prepared for \$249.00.
4. **Individual Estate Protection: A/B Trust with Pour-Over Will** or a **Revocable Living Trust** including necessary Property Transfer documents. Additional documents included are (1) Advance Medical Directive, (2) Health Care Agent, (3) Durable Power of Attorney for Financial Management. This package will be prepared for \$649.00.
5. **Couples Estate Protection: A/B Trust for each spouse with (2) Pour-Over Will** or a **Revocable Living Trust** including necessary Property Transfer documents. Additional documents included for each party are (1) Advance Medical Directive, (2) Health Care Agent, (3) Durable Power of Attorney for Financial Management. This package will be prepared for \$999.00.

C. FOLLOWING SERVICES PROVIDED AT A 25% DISCOUNT

1. **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.

2. **Adoptions.** Includes step-parent adoptions including all necessary legal pleadings and attendance at Final Hearing.
3. **Elder Law Package.** Elder Law attorneys will assist you with the many legal and other issues which confront seniors and retirees and parents of our Members. Elder Law attorneys can advise you on the laws in your state and assist you in all the coverage areas. This coverage includes one (1) free consultation [as defined in I (A) (1)] and a 25% discount off the attorney's normal hourly rate. Coverages include:
 - Elder Fraud and Schemes
 - Estate Planning, Wills, Trusts and Living Trusts
 - Legal matters concerning Medicare, Medicaid and Social Security
4. **Real Estate Transactions.** Attorney will provide Member with legal assistance in connection with the sale or purchase of a family dwelling.
5. **Landlord/Tenant Law.** Legal disputes as defendant with landlord involving the occupancy of Member's primary residence, including eviction defense.
6. **Change of Name.** Including preparation of Petition and attendance at Final Hearing.
7. **Defense of Juveniles.** Defense of Member's eligible juvenile child in and relating to Juvenile Court Proceedings, where the underlying charge would not be considered a criminal felony if child were being charged as an adult.
8. **Bankruptcy.** Chapter 7 and Chapter 13 coverage includes consultation, preparation of Petition and Schedules, and attendance at 341 Meeting of Creditors, including representation at required hearing.
9. **Foreclosure Defense.** Assistance including mortgage modifications, loan enforcements, regardless of type of security agreement, such as mortgages, trust deeds and contracts.
10. **Traffic Violations.** Representation for non-criminal moving traffic violations.
11. **DUI.** Representation for first offense DUI with representation available through trial in state courts.
12. **Criminal Violations.** Representation for all criminal misdemeanors and felonies with representation available through trial in state courts.
13. **Estate Administration.** Advice, negotiation, document or pleading preparation, discovery, and appearances on motions or hearings relating to Estate Administration.
14. **Complex Wills.** Advice, preparation and execution, no tax planning required.



- 15. Personal Injury.** 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 based on the Contingency Fee Agreement between attorney and client. There is no discount on Contingency Fee actions.
- 16. Disability Law.** Advice, negotiations, document or pleading preparation, discovery, and appearances on motions or hearings relating to legal action regarding disability.
- 17. Insurance Law.** Representation and consultation in disputes between member and member's insurance company regarding the non-payment of claims for losses incurred by the member under a policy of insurance issued to the member.

D. EXCLUSIONS

1. No coverage is provided in Federal Courts of the United States except for Bankruptcy provided herein.
2. Actions or disputes between Member and Sponsor (Thrivent Financial for Lutherans) or its agents or regarding products, benefits, and/or services offered by the Sponsor of this Plan or its affiliates or their agents are excluded from coverage.
3. Duplication of services previously claimed in relation to same matter.
4. Any legal proceeding in which Member is entitled to representation or reimbursement for the costs thereof from any source other than this policy or another legal expense policy.
5. Fines, penalties, court ordered payments of attorney fees, court costs, service of process fees, litigation expenses and any other costs and expenses not specified in Sections A and B above.
6. Legal services received or contracted prior to the Effective Date. Also, legal services obtained after the date on which your coverage under this Plan terminates.
7. 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.
8. Representation for Employment Related Investigation, any matter, whatsoever, arising out of or in connection with Member's employment, past or present, including but not limited to disputes between Member and employer, Member and fellow employees, Member and union, Member and labor/management

trust fund or pension fund, and unemployment compensation matters.

9. Legal services for the benefit of any person other than a Member or legal services for Members other than the Plan Member against his/her interest or those of another Member under this Plan.
10. 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.
11. Attorneys shall have the obligation to decline the representation of any 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 Member to the extent that Attorney cannot in good faith pursuant to the Code of Professional Responsibility continue to represent said covered Member.

E. DEFINITIONS

Participating or Network Attorney:

An independent law firm that has entered into a written agreement with us to provide Benefits for you.

Address:

Your Address as shown in the Schedule, or as subsequently changed by you (provided notice of this change is Received by U.S. Legal Services).

Anniversary:

The first of each successive calendar month after your Effective Date until this Plan is canceled if the Premium paid was for one month (as designated in your Schedule), or the same date of each successive year after your Effective Date until this Plan is canceled if the Premium was for one year (as designated in your Schedule).

Attorney:

Anyone properly licensed to practice law in the state or jurisdiction where this Plan is effective.

Attorney Fee:

The Reasonable & Customary Amount charged by an attorney only for his/her time spent providing benefits, usually billed on an hourly basis.

Contingency Fee:

Payment to an attorney for legal services that depends, or is contingent, upon there being some recovery or award in the case.

Covered Legal Services:

Legal services provided by an attorney, for which Attorney Fees are charged, relating to Member's personal legal issues or legal questions, specifically provided for under the Benefits section in this Plan and not otherwise excluded, and which relate to Events occurring after your Effective Date (and any

applicable waiting period) but before this Plan is lapsed or canceled.

Discounted Rate:

The rate charged for non-covered legal issues.

Effective Date:

The date this Plan takes effect, which is the date you enroll.

Legal Issue:

A disagreement between you and any other person or entity regarding your legal rights with respect to personal activities.

Member, Members, You, Your, Yours:

The Member and other individuals who live together in the same household at a single-address residential residence, or who are financial dependents of a Member who live at a separate address (such as a college student or a dependent parent in an assisted living facility).

Plan Member:

The person whose legal name appears in the Schedule or who is registered by the Sponsor with U.S. Legal Services as entitled to coverage under the terms of this Plan.

Plan:

Discounted Legal Services Plan for members of Thrivent Financial for Lutherans.

Reasonable and Customary Amount:

The number of hours usually required for performing like legal services under similar facts or circumstances.

Sponsor:

The organization, if any, through which the Plan Member was offered this Plan.

Trial:

The proceeding in court whereby the parties try their case, beginning with the impaneling of a jury in a jury trial and with the opening statements of the parties in a non-jury trial. Trial does not include out-of-court preparation, appearances on motions, pre-trial conferences, or continuances by the court.

Uncontested:

A legal matter or issue which the parties have agreed or to which the other party has no objection and makes no defense.

F. OTHER CONDITIONS

Changes (also known as Endorsements)

U.S. Legal Services reserves 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 U.S. Legal Services 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 or Network Attorney or any other attorney 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.

Administrative Rules

U.S. Legal Services reserves 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 U.S. Legal Services, 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 U.S. Legal Services, 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 by the Member or by Thrivent Financial for Lutherans.

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.

G. GENERAL PROVISIONS

Costs (other than Attorney's Fee's)

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.

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. In any civil case in which attorney's 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 Plan Member 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.

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 with the exception of limitations as noted herein.

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 or Sponsor 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 State Bar Association.

H. RESPONSIBILITIES OF THE PLAN ADMINISTRATORS AND PLAN ATTORNEYS

1. 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.
2. 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 Member's expense, unless the Plan Member does not desire to be further represented by the Attorney involved or any other Attorney.
3. 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.