



**Participating Attorney
Legal Services Agreement
With U.S. Legal Services of Tennessee, Incorporated**

220 Westwind Drive
Newbern, TN 38059
800-356-LAWS
<http://www.uslegalservices.net/>



THIS AGREEMENT is entered into for the date written below, by and between U.S. Legal Services of Tennessee, Inc., a Florida Corporation, with principal offices at 220 Westwind Drive, Newbern, Tennessee 38059 and administrative offices at 8825 Perimeter Park Boulevard Suite 102, Jacksonville, Florida 32216 (hereinafter "LSP") and the Participating Attorneys and/or firm of Attorneys (hereinafter "PA") whose names and signatures appear below.

WHEREAS, LSP wants to make a legal services plan available to the marketplace, and shall include the named attorney, his partners, associates and affiliates; and

WHEREAS, LSP wants to offer such a legal services plan with benefits at a reasonable cost; and
WHEREAS, PA are properly licensed to practice law; and

WHEREAS, LSP wants PA to provide legal services to members of the U.S. Legal Services, Inc. or other legal services plans administered by LSP (hereinafter "LSP");

NOW, THEREFORE, in consideration of the terms herein, the parties agree:

1. Provision of Legal Services.

- (A) PA will: (I) provide the legal services set forth in (B) below for persons (hereinafter "Plan Members") enrolled in any LSP assigned to PA by LSP who request such services; and (II) perform such services in a manner which conforms with applicable professional standards of legal practice including, without limitation: (A) PA's offices will be open and telephones answered during normal business hours; (B) PA will respond to all Plan Member inquiries within one business day after receipt of inquiry or call; and (C) PA will schedule appointments with Plan Members not later than 7 business days after a Plan Member requests an appointment.
- (B) PA will provide the basic legal services set forth in Exhibit "A", and/or Exhibit "B", and/or Exhibit C1 & 2, and/or Exhibit "D" attached hereto. PA may in their sole discretion provide a Plan Member any services not covered as Legal Services under LSP, nor set forth in the policy, otherwise than pursuant to LSP.
- (C) LSP will not (I) render any legal services under LSP or (II) receive any monies in payment for Legal Services rendered by PA.
- (D) In the event PA is unable for any reason to handle a legal matter for one of their Plan members, then in that event it is the sole responsibility of PA to refer the Plan member to another designated PA in the area of the Plan member's residence for the handling of that particular legal matter.
- (E) It shall be the responsibility of the designated PA to accept such transfers as contemplated in paragraph (D) above.

2. Confirm as to Membership

Prior to rendering Legal Services, PA will first verify, in accordance with LSP procedures, that the person seeking the Legal Service is a Plan Member in good standing who has been assigned to PA.



For the purpose of this Agreement, except Paragraph 3 below, the term "Plan Member" will be deemed to include the primary, enrolled Plan Member, and Plan Member's Spouse and any dependents of said Plan Member or spouse under the age of 18 who are members of the primary, enrolled Plan Member's household (together, hereinafter "Dependents") or an unmarried child under 23 years of age, 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 is required) and is quartered on or near such school, providing such quarters are in the state where the plan was purchased and that a plan attorney is available.

3. Fees and Expenses

- (A) On or about the fifth day of each month, LSP will pay by draft payable to PA in arrears, a fee of thirty three and one third percent (33 1/3) of the total premium collected, less any appropriate premium tax, from assigned accounts for each primary, enrolled Plan Member who is enrolled in the Plan, but not for each Plan Member as defined in 2, above, and assigned to PA. PA shall not be entitled to payment for any Plan Member who has not been assigned to PA for a complete calendar month. For such amounts, Participating Attorneys will satisfy the reporting Quality Control Counsel inquiries, review and familiarize themselves with promotional materials and comply with other administrative obligations described herein.
- (B) PA will bill each Plan Member directly for supplemental Services and all out-of-pocket costs and expenses (hereinafter "Legal Expenses") rendered to or on behalf of such Plan Member. The form and style of such billing will be in accordance with procedures specified by LSP. LSP will not pay PA for any Legal Services or Legal Expenses nor assist PA in collections from Plan Members.
- (C) In any civil case in which attorneys fees are recoverable by contract, or by statute, then the plan attorney may enter a fee services agreement with the plan member, calling for a reasonable attorneys fee, as awarded by the Court in the action. The client will be obligated to pay the plan attorney a reasonable fee as determined by the Court in the litigation, contingent upon collection from the adverse party.

4. Records and Reports

For LSP's quality control efforts and marketing analysis, PA agrees to maintain records and company reports pursuant to LSP's procedures, of: the identification numbers of all Plan Members provided Legal Services by PA; respective calendar date(s) on which such services are provided; category and functional description of services provided; identification of the individual attorney providing the services; attorney time expenses in providing Legal Services to the Plan Member to the nearest tenth or quarter hour; and such information as appropriate.

5. Quality Control

- (A) PA shall properly answer, in writing and with specificity, all inquiries from LSP regarding the services of Plan Member legal matters and on other matters that may be helpful in the



efficient administration of LSP provided such response will not violate the attorney-client privilege.

- (B) PA agree LSP may appoint and retain a Quality Control Counsel (hereinafter "QCC") to review PA applicable Legal Service to maintain satisfactory quality.
- (C) PA will provide Legal Services to Plan Members similar in quality and manner to those provided to its clients who are not Plan Members, but in no event less than the standard of care required of attorneys.

6. Attorney-Client Relationship

- (A) The attorney-client relationship exists exclusively between PA and each Plan Member. LSP will not interfere in any manner whatsoever with that relationship or with the independent exercise of PA's legal judgment in providing Legal Services to and on behalf of Plan Members. PA shall promptly report to LSP any attempts by any officer, director, employee or agent of LSP to interfere in any way with the attorney-client relationship between the PA and any Plan Member.
- (B) The attorney-client relationship between PA and Plan Members will not be affected, altered or diminished by LSP.
- (C) PA will not refuse to provide Legal Services to a Plan Member except as provided in the professional ethical rules or laws applicable to PA, but LSP will upon the written request of PA terminate or reassign Plan Members who PA can demonstrate repeatedly do not follow Plan procedures.
- (D) In the event that: (I) PA determine it is legally or ethically necessary to withdraw from representing a Plan Member; or (II) a Plan Member claims that representation by PA would be unusual, improper, or unethical under the circumstances of the matter involved, then PA shall immediately notify LSP in writing and LSP shall assign other PA to represent the Plan Member. If the Plan Member refuses to accept such substitute counsel, LSP shall refer the Plan Member to the lawyer referral service operated by the appropriate Bar Association. LSP and PA acknowledge that due to the plethora of circumstances that may result in the operation of this paragraph it is impossible to provide for every contingency. LSP and PA will take all necessary steps to resolve such situations by taking into account the best interest of the Plan Member, LSP's spirit and nature and amount of the services rendered by PA to the Plan Member. PA specifically agree to accept the terms of this paragraph in lieu of any rights in the nature of an attorney's lien on the documents, papers and evidence of a Plan Member.

7. Status

PA are independent contractors, not employees or agents of LSP, and have no authority to enter into any undertaking for or on behalf of LSP or commit them to any expense or liability except as specifically authorized in advance in writing by an officer of LSP.



8. Contract with Plan Members.

PA acknowledges that LSP intends to contract with persons wishing to enroll in LSP. LSP will promptly provide PA with current information concerning promotional materials and contractual arrangements it has made with Plan Members and notify PA promptly of any supplements or amendments thereto. PA covenants that all PA will review and be familiar with such materials and agreements. PA agrees to accept the terms stated in the member benefit handbook as well as revisions thereto and abide therewith.

9. Indemnification.

- (A) PA will defend, indemnify and hold harmless LSP, their parents and affiliates, and the directors, officers, agents and employees, from all liability, loss, cost, damage, reasonable attorneys' fees, and expenses, court costs and all other expenses incurred in connection with or arising from any action or claim by Plan Members in connection with PA negligently performing or failing to perform Legal Services, including, without limitations, claims of legal malpractice, errors or omissions. PA will immediately give notice to LSP of any such action, claim or demerits related thereto. LSP reserves the right to select its own counsel in the event any claim is asserted against LSP.
- (B) (I) PA agree that the names, account numbers, addresses and other data and information for Plan Members (hereinafter "Member Data") constitute trade secrets and warrant and guarantee to forever hold in strict confidence all Member Data given or otherwise revealed to them.
- (II) PA warrant and guarantee not to alter, copy, misappropriate, misuse, transfer, sell, deliver or divulge such Member Data under any circumstances to anyone other than PA's employees or agents whose duties require access to such information and then only for the purpose of providing Legal Services hereunder.
- (III) The obligation of this provision shall expressly survive any termination of this agreement.
- (IV) The parties agree to their mutual advantage to anticipate the reasonable damages which may result to LSP for a breach of the provisions of this service by PA, or any of PA's employees or agents. Therefore in the event of any breach by PA or any of PA's employees or agents of any of the provisions of this section, PA agree to pay liquidated damages to LSP in the amount of \$100.00 for each time each Plan Member name, address or item of Member Data is altered or divulged contrary to or in violation of this agreement. It is understood and agreed this provision with respect to liquidated damages shall not prevent LSP from also seeking injunctive relief, punitive damages or other relief as allowed by law.

10. Insurance.

PA will maintain, and annually provide LSP with evidence of, malpractice insurance covering PA in a amount of at least \$100,000.00 in the aggregate per year and \$100,000.00 per occurrence. PA shall provide to LSP a certificate of insurance to ensure the existence of legal malpractice insurance.

PA will provide immediate notice of any changes, cancellation, suspension, termination or revision of



said malpractice insurance. The malpractice insurance must be obtained from an insurance company licensed and authorized to do business in the state in which PA has offices.

11. Notice to LSP.

PA will promptly give LSP notice after gaining knowledge of any events: (A) occurring under LSP of which it believes LSP should be made aware; (B) which may adversely affect LSP; and (C) specified by LSP including, without limitations, (I) resignation of a PA from LSP, (II) any changes in PA's law firm resulting in their inability to provide all Legal Services, (III) death or major disability of a PA, (IV) suit for malpractice brought by a Plan Member or other client against a PA, (V) loss or suspension of PA's license to practice law in any state, (VI) notice of any action for disbarment, suspension or reprimand of any PA, (VII) notice or injury from any court, governmental body, ethics committee or similar organization regarding LSP or this agreement. In the latter event, PA agree to notify LSP before making any substantive response to such notice of injury.

12. Warranties and representations.

PA warrant and represent, to their best knowledge, information and belief:

- (A) They have duly authorized, executed and delivered this agreement;
- (B) The execution and delivery of this agreement will not violate any applicable rules, regulations or laws;
- (C) No consent, approval, authorization or other action of any court, administrative agency or other governmental body is required for PA to enter into this agreement;
- (D) PA is involved in and maintains an office for the full-time practice of law in the state in which they are to provide Legal Service;
- (E) None of its attorneys have been disbarred, suspended or publicly reprimanded by any court, bar association or other agency of competent jurisdiction.

13. Term and Termination.

- (A) The term of this agreement is one year from the date below. This agreement will be automatically renewed for successive three month periods, unless either party gives at least 60 days written notice of termination prior to the end of such period. PA or LSP may terminate this agreement for any reason or no reason upon sixty (60) days written notice to LSP.
- (B) Notwithstanding the provisions of (A), this agreement may be terminated by LSP for cause. Cause shall include, but not be limited to, a determination by LSP that: (I) a PA has been disbarred or suspended; or (II) PA have failed to maintain an office for the private practice of law on a full-time basis within the state in which PA are to provide Legal Service; or (III) PA have failed to maintain or provide LSP evidence of insurance; or (IV) PA have breached



a material term of this agreement or acted in bad faith with LSP or Plan Members; or (V) an attorney who, while employed by PA, is disbarred, suspended, disciplined or reprimanded by any court, bar association or agency of competent jurisdiction, or comes into public disrepute, except that this subparagraph shall not be operative if the occurrence of such event resulted from PA having entered into, and performing the acts required by, this agreement.

- (C) Until the date of termination, PA will use their best efforts to properly handle pending Legal Services of Plan Members. In the event this proves impossible, PA will make arrangements with LSP to provide for the transfer of all pending matters and files related thereto to substitute PA designated by LSP and accepted by Plan Member. PA will provide Legal Service on pending matters for a period not to exceed three months after termination unless the Plan Member and PA agree otherwise and will receive the usual payment provided in paragraph (3) herein for each member with pending matters until such time as the pending matters are so transferred or concluded.
- (D) Notwithstanding any other provision herein, LSP shall have the right to immediately substitute PA in accordance with LSP procedures.
- (E) Notwithstanding any other provision herein, this agreement may be immediately terminated by LSP in the event LSP is terminated, suspended or otherwise not in operation.

14. Office Location and Attorney Numbers

The location and telephone number of PA's offices will be registered with LSP and PA will give LSP not less than 30 days advance written notice of any change in location or telephone numbers. PA agree to the listing of their name(s), office addresses and telephone numbers in the directories or other publications issued to Plan Member under LSP. Notwithstanding any other provisions herein, this agreement may be terminated by LSP in the event PA's office is relocated.



15. Notices

All notices, demand and other communications made hereunder shall be deemed to have duly given if in writing and hand delivered or mailed by certified mail:

(A) LSP mailing address:

U.S. Legal Services of Tennessee, Inc.
8825 Perimeter Park Boulevard Suite 102
Jacksonville, Florida 32216

(B) PA mailing address:

ATTENTION: or such other as either party may designate by notice.

16. No Waiver

No waiver of any breach, privilege or provision hereunder shall be construed as a waiver of any future breach.

17. In the event any part of this Agreement is found to be null and void, this shall not affect the validity of the remaining parts of this Agreement.

18. If there are any changes agreed to by both parties to pages 1-8 of this agreement or to Exhibits "A-D", they shall be in writing and caused to appear on Exhibit "E" hereto & signed by both parties.

19. This covers and relates to PA providing legal services pursuant to Exhibit "A" _____, Exhibit "B" _____, Exhibit "C1" _____, Exhibit "C2" _____, Exhibit "D1-7" _____, Exhibit "E" _____ . (PLEASE INITIAL WHERE SERVICES ARE EXTENDED.)

20. You must initial next to the Exhibit letter(s) for the Plan(s) you wish to represent. (ie: Exhibit "A" is Family/Individual Plan, etc.) Also, it is very important that you give us your Federal ID number or Social Security number.



21. Signed and agreed to this _____ day of _____, 20_____ at Jacksonville, Florida.

Marie M. Forbes/U.S. Legal Services of Tennessee, Inc.
by its authorized official

P.A., by its authorized official

Federal ID No. _____

OR

Social Security No. _____



EXHIBIT "A"
FAMILY PLAN - USLTN109-A

attorney initials

LEGAL SERVICES AVAILABLE

The contributions of each member shall entitle the member to the following legal services provided in the state where they first became a member of this plan by a designated attorney:

- A. Consultation - Provided at 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 - This includes periodic review and revision of wills. Attorney will also provide assistance to Plan Members in connection with problems they may encounter as administrators or executors with respect to any estate, other than an estate where a federal estate return is required to be filed in connection with such administration. In the event the estate shall require a federal estate tax return to be filed, attorney may assess a fee at a mutually negotiated rate. Attorney will also provide assistance, counseling, and services in connection with matters involving incompetents and minors.
- D. Civil Actions - Representation of member in his capacity as plaintiff or defendant in all cases. This excludes cases where member is provided legal representation through insurance or like indemnification arrangements. For cases normally handled on a contingent basis, however, the first \$1,000.00 collected pursuant to that case shall be exempt from any contingency division.
- E. Adoptions including step-parent and otherwise.
- F. Bankruptcy Proceeding (Chapter 7 only) - Coverage includes consultation, preparation of petition and schedules, attendance at 341 Meeting of Creditors and subsequent discharge. No commercial enterprises included.
- G. 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. Plan Member shall not be entitled to assistance in connection with commercial or income producing property. Excluded from Real Estate Transactions shall be time that may be required to examine title and the rendering of any opinion or policy insurance guaranteeing title in respect to the transfer, mortgaging, or other disposition of real property.
- H. Insurance Law - Representation and consultation in all matters between the member and any insurance company with which the member has dealings or relations.
- I. Tenant - Any matter concerning the lease, or rental of the member's dwelling in member's capacity as tenant.
- J. Traffic Violations - Including representation in appropriate courts.



- K. Completion of Formal Documents - Legal forms and preparation of normal and customary legal documents.
- L. Change of Name
- M. Representation - Appearance before appropriate regulatory bodies in any matters included herein affecting the member's legal rights.
- N. Probate of Wills - Representation in the appropriate court for judicial determination of death and heir ship claims.
- O. Defense of Juveniles - Representation of member's minor dependent children in judicial proceedings against them providing they are under age 18.
- P. Family Law - Without limitation, including divorce, annulment, child support and child custody, except that in any case where the interest of the dependent is adverse to that of the eligible member, coverage shall be restricted to the eligible member and shall not be extended to any dependent except upon written authorization and consent of the eligible member.
- Q. Criminal Violations - Misdemeanors with service only available through trial in State Courts. Appellate procedures are specifically excluded. No coverage in Federal Court in the United States.
- R. DWI - Representation for defense of Driving-While-Intoxicated charges.
- S. Personal Injury - Bodily injury and property damage.



LEGAL SERVICES EXCLUDED

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

- A. Business or commercial ventures of any nature to which member is a party, except that one incorporation or partnership agreement will be allowed.
- B. Any controversy or proceeding between the administrator and any party to the Plan and controversies involving member and Employer where Employer is Sponsor of Plan. If this Plan is paid by payroll deduction, the Employer is considered to be a Sponsor.
- C. When the matter to be serviced originated prior to the effective date of the membership.
- D. No legal matters under coverage's "F", "M", or "P" 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.
- E. Legal services under coverage "P" 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.
- F. Preparation and filing of tax returns, or tax law.
- G. Appellate court proceedings and felonies. No coverage is provided in Federal Courts of the United States except Bankruptcy as provided herein. Bankruptcy coverage does not include amendments, adversary proceedings or other contested matters, Rule 2004 examinations, or any other matter not included herein.
- H. Coverage "R" DWI is limited to first offense only.
- I. No benefits are available where any attorney is required to travel more than fifty miles from his or her office, unless specific arrangements for fees and travel are made. Benefits are provided in all cities and areas where Designated Plan Attorneys are contracted.
- J. Any matter not specifically covered under Part I herein.



The duties and responsibilities of the "Plan Attorney" under this agreement to the subscriber/member shall consist of the following legal services:

- A. Consultation - Unlimited. By telephone or at the attorney's office, if necessary, to the authorized representative or Plan Member, officer, director of the business, concerning the normal & customary business affairs of the Business or its authorized representatives.
- B. Attorney Letters and phone calls on your behalf - Attorney will write or make letters or telephone calls on your behalf to assist you in resolving a legal situation or controversy.
- C. Document Review & Preparation - Attorney will review any legal documents related to the business of the Plan Member or Business or its authorized representative and, in addition, will prepare at no charge, all usual and customary documents, papers, forms or contracts of the member or Business or its authorized representative.
- D. Mechanics & Other Liens - Attorney will, on information provided by Plan Member, prepare, file, perfect and, if necessary, foreclose through trial, all mechanics and other liens normal and customary to the business affairs of the Business or its authorized representative.
- E. Debt Collection & Worthless Checks - Attorney will make or write telephone calls and/or letters from within the state of domicile for debt collection purposes, including worthless checks.
- F. Garnishments or Attachments - Attorney will legally respond on behalf of the Plan Member or Business or its authorized representative as a result of any garnishment or attachments on money, wages or property held for others by Plan Member or Business or its authorized representative, whether same be filed or brought by individuals, other businesses, any local, State, or U. S. Governmental Agency, including the Internal Revenue Service.
- G. Corporations - Attorney will form and file a corporation for the Plan Member and assist its accountant or Certified Public Accountant in its designation as a "C" or "S" corporation or as a non-profit corporation if the Plan Member so designates pursuant to the regulation of the Internal Revenue Service. Attorney will also review, if so requested, normal and customary by-laws, amendments, notices or annual reports as may be necessary.
- H. Pension & Salary Deferment Plans - Attorney will provide advice and consultation to Plan Member, group or business in establishing, and/or maintaining pension, salary deferment or savings plans for eligible Plan Members or employees of the Plan member, business as such may be established or allowed by U.S. Public law or the rules and regulations of the Internal Revenue Service of the United States Government.



U.S. Legal Services of Tennessee, Inc.

- I. Civil Rights (Title VII) - Advice and consultation by attorney concerning discrimination based on race, color, religion, national origin, or sex.
- J. Americans with Disabilities Act - Attorney will provide advice and consultation concerning the above, which applies, among others, to all private employers of 25 employees as of July 26, 1992 and private employer of 15 employees as of July 26, 1994, and which prohibits employment discrimination in job application, hiring, advancement, discharge, compensation, training, terms, conditions, privileges of employment, including social and recreation programs.
- K. Traffic Violations - If the Business or its authorized representative or its employee(s) is charged with a civil traffic violation your Attorney will provide representation provided both the operator and the vehicle were properly licensed.
- L. Workers Compensation - Attorney will provide advice and consultation pursuant to local statutes, in relation to compliance or claims made by covered employees of Plan Member, group or business.
- M. 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.
- N. Major Litigation Defense for Criminal & Civil Cases - In the event an insured Plan Member, or business is sued or named as a defendant in a business related civil suit or the named and insured Plan Member or Business or its authorized representative is indicted or charged in a business related criminal action, the attorney will represent and defend the named and insured Plan Member or Business or its authorized representative through trial in state courts, including consultations, conferences, depositions, hearings, pre-trial motions, other pre-trial activities and if necessary, representation and attendance in court through trial.



LEGAL SERVICES EXCLUDED

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

- A. Any controversy or proceeding between the administrator and any party to the Plan.
- B. When the matter to be serviced originated prior to the effective date of the membership.
- C. Preparation and filing of tax returns, or tax law, appellate court proceedings, felonies.
- D. The Plan attorney is not required to travel more than fifty miles from his or her office, unless specific arrangements for fees and travel are made. However, coverage is provided in all cities and areas where Designated Plan Attorneys are contracted.
- E. U. S. courts are specifically excluded. The legal services provided under coverage "N", under "Part I - Legal Services Available" is specifically limited to ten (10) hours of the attorney's time. Further required legal services under this section shall be provided at a 1/3 discount off the attorney's normal hourly rate.
- F. Any matter not specifically covered under Part I herein.



EXHIBIT "D1-7"
USLTN210-USLTN210-FAM

attorney initials

USLTN210A *100% of Attorney fees for all moving traffic violations.
Free office consultation and 50% reduction off normal hourly rates for:

- 1) Divorce
- 2) Child support, child custody
- 3) Ch. 7 Bankruptcy
- 4) Landlord Tenant
- 5) Criminal Law, including DUI
- 6) Consumer Law

USLTN210B *100% of Attorney fees for all moving traffic violations.
Free office consultation and 40% reduction off normal hourly rates for:

- 1) Divorce
- 2) Child support, child custody
- 3) Ch. 7 Bankruptcy
- 4) Landlord Tenant
- 5) Criminal Law, including DUI
- 6) Consumer Law

USLTN210C *100% of Attorney fees for all moving traffic violations.
Free office consultation and 33 1/3% reduction off normal hourly rates for:

- 1) Divorce
- 2) Child support, child custody
- 3) Ch. 7 Bankruptcy
- 4) Landlord Tenant
- 5) Criminal Law, including DUI
- 6) Consumer Law

USLTN210D Free office consultation and 25% reduction off normal hourly rates for:

- 1) Divorce
- 2) Child support, child custody



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- 3) Ch. 7 Bankruptcy
- 4) Landlord Tenant
- 5) Criminal Law, including DUI
- 6) Consumer Law

USLTN210E 100% attorneys fees for all moving violations

USLTN210FAM 100% attorneys fees for all moving violations. Free office consultation and 50% reduction off normal hourly rates for:

- 1) Divorce
- 2) Child Support, Child Custody
- 3) Ch. 7 Bankruptcy
- 4) Landlord/Tenant
- 5) Criminal Law, including DUI
- 6) Consumer Law

***NOTE:** Amount of fees based on prior approved agreement between attorney and company.



LEGAL SERVICES AVAILABLE

The Plan Member shall be entitled to the following legal services by a designated attorney:

A. MOVING VIOLATIONS: (U.S. Legal pays \$75-\$125 per violation to attorney)

1. Legal representation for any non-criminal moving traffic violation including but not limited to speeding, reckless driving, etc. issued to the Plan Member by any municipal, county, or state law enforcement officer. The attorney will represent the insured in court and through trial, if necessary, in municipal and state courts in the continental United States and Canada.
2. The attorney provided you will be located in the jurisdiction where you received the citation.
3. This benefit is available for any citations received after the effective date of this agreement.

B. NON-MOVING AND D.O.T. VIOLATIONS (U.S. Legal pays \$75-\$125 per violation to attorney)

The covered Plan Member will be provided legal representation for Non-Moving and D.O.T. violations or citations issued after the effective date of this Agreement including:

Logbook	Overlength	Overweight
Overheight	No medical card	No motor carrier authority
Load spillage	Hazardous material	Expired inspection sticker
No fuel stamp	No placard	No permit

C. MAJOR ACCIDENT REPRESENTATION:

Group A (50% discount)

1. C.D.L. Protection Plan will provide Plan Member with an attorney for representation if charged with a felony crime as a result of a serious traffic accident for the following charges:

A. Manslaughter	C. Negligent homicide
B. Involuntary manslaughter	D. Vehicular homicide
2. To receive legal services under this Benefit, Plan Member or spouse must be properly licensed.



D. ALL OTHER LEGAL SERVICES:

1. Plan Member and spouse will also be provided attorney advice and consultation including one letter and/or one phone call on the member's behalf by the attorney at no additional cost to the member for the initial interview on the following legal matters:

Group B (50% discount)

- a) Dissolution (divorce)
- b) Child support or custody
- c) DUI
- d) Criminal Law
- e) Consumer Law
- f) Landlord-Tenant
- g) Bankruptcy (Ch7)

Group C

1. The Plan also provides that you may obtain uncontested divorce as a Plan Member for the discounted rate of \$195.00.
Uncontested Divorce means a divorce or marital dissolution where the husband and wife are not represented by separate attorneys, all issues are agreed upon by the husband and wife without negotiation by the attorney, there are no children under the age of 18 and net marital assets are under \$70,000.00. Preparation and filing of documents affecting property ownership and/or encumbrances on property is not included.
2. A simple will and living will for \$35.00.

Group D (33% discount)

1. You may also obtain help with violations and charges excluded in other benefit categories also including pre-existing matters such as moving violations and all other legal matters.
2. In the event Plan Member desires to employ the Plan Attorney for any services subsequent to the no cost consultation, the Plan Attorney shall reduce his/her normal hourly rates 50% for services described in Groups A&B and 33 1/3% for Group D.

E. ADMINISTRATIVE HEARINGS (U.S. Legal pays for 2.5 hours)

Plan Member and spouse receive 2.5 hours of Attorney representation for each of the following situations if:

- 1) You are denied a commercial drivers license
- 2) Your commercial driver's license is cancelled
- 3) Administrative hearings involving suspension or revocation of Member's commercial driver's license privileges.



F. EXCLUSIONS

1. The Plan specifically excludes any legal services for any violations, citations or any other legal matter received prior to the effective date of this Agreement as well as any other legal matters existing prior to the effective date of this Agreement except for coverage provided in paragraph D above.
2. The above services are specifically limited to violations received in the continental United States and Canada and also excludes any violations of the United States Code or Representation in Federal Court with the exception of Bankruptcy as outlined above.
3. In addition, no benefits or services of any kind are provided under the Plan wherein any controversy or proceeding between the administrator and any party to the Plan and controversies involving member and Employer where Employer is Sponsor of Plan. If this Plan is paid by payroll deduction, the Employer is considered to be a Sponsor.

G. GENERAL PROVISIONS

1. 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 costs, fines, penalties, damages assessed, facsimile, long distance charges, etc. will be borne and paid directly by the Plan Member.
2. Plan Member shall be entitled to the benefits provided for in this Plan without limitations as to the number of events in any one contract year except as may be otherwise provided herein.
3. The 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 Plan Member is referred,.
4. 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 is referred performs or omits an act which may give rise to a claim for malpractice, the Plan Member's sole recourse will be against the individual attorney or firm of attorneys handling that Plan Member's legal matter.
5. Nothing in any of the Plan documents shall be deemed to interfere with the Bar Association's right to discipline attorney(s) for violation of any Bar Association Canon addressed to honesty, integrity, or fair dealing. The grievance resolution machinery addresses itself only to disputes between a Plan Member and an attorney involving issues other than legal ethics.

H. RESPONSIBILITIES OF THE PLAN ADMINISTRATORS AND PLAN ATTORNEYS



1. The obligation of Plan Attorneys providing services under this Plan shall be solely to their member/clients. The Plan Attorney(s) shall maintain the confidentiality of the attorney-client relationship in accordance with the Code of Professional Responsibility.
2. Plan Attorney(s) shall refuse to provide services and no service will be covered or provided in any matter they believe to be clearly frivolous, without merit, or which would violate the Code of Professional Responsibility or when in the sole opinion of the Plan Attorney and Plan Administrator, there is no meritorious defense.
3. In the event that a member terminates membership in the Plan for any reason, or has his/her membership revoked, the legal services provided to the member and dependents shall be ended. In such event, as to any active matters, the Plan Attorney involved shall complete the proceeding at the Member's expense, unless the Member does not desire to be further represented by the Plan Attorney involved or any other Plan Attorney.
4. In the event that a member terminates his membership or it is revoked and even though such member does not have an active matter pending, or has not used any services of the Plan, such member shall not be entitled to a refund of monthly membership fees previously paid. Likewise, should a member or his dependents discharge a Plan Attorney as to any active matter without terminating membership in the Plan, no refund shall be due. The entire basis of the Plan is to provide quality legal services at a low cost, and only by application of all fees collected can this be possible.



Exhibit F
Revisions

Attorney Initials