

Section 1

Eligibility and Plan Usage

Eligibility

Members and their family may take advantage of this program's benefits and services. See the definitions in Section three (3) for a complete description of "Eligible Family Members".

Plan Usage

Members should use the contact information below to access the services included in the Family Legal Plan. When using any of the member service numbers, members must identify themselves as belonging to Legal Club of America®.

How to Reach a Plan Attorney: Members obtain all legal referrals by contacting our Legal Care Direct™ Member Services Department (MSD), using the toll-free number provided below. There is no limit to the number of referrals you may receive. When contacting the MSD a Member Service Representative (MSR) will ask you to identify yourself and the method by which you became affiliated with Legal Care Direct™. Upon verification of membership they will then ask you to briefly describe your legal issue at which time they will refer you to a plan attorney that practices the appropriate area of law, speaks your language and is conveniently located. If the appropriate plan attorney cannot be immediately identified, the MSR will refer your issue over to the Legal Care Direct™ Provider Services Department (PSD). The PSD will call you within two business days to make sure the best available referral is given to you.

Contacting Plan Attorneys: When contacting a Legal Care Direct™ plan attorney you must notify the attorney's office that you are a **Legal Club of America®** member. If for any reason the plan attorney is unable to assist you please call our toll-free Legal Care Direct™ Member Service number for another referral.

Plan attorneys may be out of the office attending to other clients. As such please allow up to 3 business days for the plan attorney to respond to your call.

Free & Discounted Legal Care

Member Service Representatives are available to assist you with all of your attorney referrals.

Section 2

Family Legal Plan Benefits

You and your family will have access to a nationwide network of plan attorneys that have contracted with Legal Care Direct™ to provide free and discounted legal services. Upon contacting our MSD, you will be referred to a plan attorney based on language, area of law, and location.

Benefit Features

Free

Legal

Services*:

The following nine (9) services are available at no charge.

- Initial phone consultations for each new matter (no time limit).
- Initial face-to-face consultations for new legal matter (no time limit).
- Review of independent legal documents (6 page maximum per document, no limit to the number of new independent documents).
- Plan attorneys will prepare a free Simple Will for you and your family, as well as update the Will annually for free. (See definition of Simple Will in Section 3 of the [Plan Guidebook](#)). Alternatively, members have access to a more comprehensive and customized web based [Simple Will](#)
- A state specific, web based, free [Living Will](#) form is available to Members. This form can be notarized by a Notary Public.
- Plan attorneys will help Members represent themselves in small claims court.
- Assistance in solving problems with government programs, such as INS and Welfare.
- When deemed appropriate by your plan attorney, he or she will write letters on your behalf (one letter per legal matter, with no limit on the number of new legal matters).
- When deemed appropriate by your plan attorney, he or she will make phone calls on your behalf (one phone call per legal matter, with no limit on the number of new legal matters).

**In certain situations, attorney liability may require plan attorneys to ask for a retainer from the member prior to providing some of the free Legal Services.*

Deeply

Discounted

Legal

Services**:

The following are eight (8) commonly used legal services for which plan attorneys have agreed to charge a one-time, deeply discounted fee.

Legal Services	Member Rate	Non-Member Rate
Traffic Ticket Defense	\$89.00	\$199.00
Name Change	\$155.00	\$365.00
Simple Will with Minors Trust	\$250.00	\$530.00

Chapter 7 Bankruptcy	\$750.00	\$1,500.00
Non-Support (Spouse/Child)	\$275.00	\$1,490.00
Simple Divorce	\$275.00	\$1,100.00
Regular Incorporation	\$295.00	\$585.00
Personal Real Estate Closing	\$250.00	\$675.00

***Court costs, filing fees and time charged for travel to and from any courts are additional.*

Detailed Legal Services definitions can be found in Section three (3) of the Legal Care Direct™ [Plan Guidebook](#).

Guaranteed Low Hourly Rates:
Plan attorneys have contracted to charge no more than \$125.00 per hour, or 40% off their usual and customary hourly rate, whichever is greater, for legal care that goes beyond the free and discounted services described above.

Retainers:
In the case of extended legal care, plan attorneys may ask you for a retainer. Any retainer sought will be computed by multiplying the number of hours a plan attorney believes a case will take, by the plan's discounted hourly rate. For instance: 10 hours x \$125.00 = a retainer of \$1,250.00. Any unused portion of the retainer will be returned to you.

Contingency Fee Discounts:
The contingency fee discount will be a 10% reduction of the state maximum rate or the attorney's usual rate, whichever is lower.

Section 3 Definitions and Miscellaneous Information

DEFINITIONS

BANKRUPTCY CHAPTER 7: Includes preparation of the petition, documents, and scheduling of a 341 hearing. Filing fees, court appearances and costs are additional. Attorneys may charge one fixed rate, which would include the basic fixed fee plus costs, court time and expenses. To qualify for the discounted rate, income cannot exceed the state's median income in which the bankruptcy is being filed. If income exceeds state's median income, plan attorneys can assist members at the guaranteed low hourly rate.

DIVORCE (SIMPLE): Plan attorneys will review and prepare the documents and/or petitions necessary for a simple divorce. Plan attorneys will represent you, one time, at the final hearing.

To qualify for a simple divorce, the plan member's spouse is not represented by separate counsel, there are no minor children under age 18, marital assets are less than \$70,000 and all issues are agreed to without aid of counsel. Additional court appearances, mediations, the filing or preparation of documents affecting property, costs, or separation agreements, are not included and would be handled at the guaranteed low hourly rate.

ELIGIBLE FAMILY MEMBERS: Are defined as the plan member's spouse or domestic partner, dependent children who are under the age of 25 and any categorically dependent individuals living in the plan member's home such as a parent or grandparent. Where applicable, please note the identity theft insurance and identity monitoring coverage are limited only to the member.

INCORPORATION (REGULAR): Includes preparation of the incorporation documents, (articles of incorporation, by laws, and the minutes). This does not include filing fees, costs or the corporate kit. Any extended work for the new corporation is not eligible for family plan discounts. Not-for-profit organizations, limited liability companies (LLC's) and limited liability partnerships (LLP's) are not included in this definition. Plan attorneys can assist members choosing to set these entities up at the guaranteed low hourly rate.

NAME CHANGE: Plan attorneys will assist you and your family in obtaining a name change when it is not contested or challenged by another party. This includes preparation of the petition, attendance at the hearing, and preparation and review of the final judgment document. This fee does not include additional court appearances, filing fees, or the attorney's travel time to and from the courthouse.

NON-SUPPORT (SPOUSE/CHILD): The discounted fee for you and your family includes the preparation for and the attendance at a single hearing for judgments or contempt citations for non-payment of alimony and child support maintenance. Additionally, the plan attorney will provide one hour of collection efforts after the hearing, which may include an initial phone call made and/or a collection letter written on the your behalf.

Preparation does not include obtaining discovery evidence, extended court time and extended collections work. All extended legal care will be provided to members at the guaranteed low hourly rate.

PLAN/PARTICIPATING ATTORNEYS: Are defined as licensed and qualified to practice law in their state, to maintain professional liability insurance if required by their state, and have contracted with Legal Care Direct™ to provide legal services to plan members as outlined in this Plan Member Guidebook for the law areas that they handle and the cases that they accept.

PLAN MEMBER: Is defined as any person who has purchased a Legal Care Direct™ membership and is current with their payments.

RESIDENTIAL REAL ESTATE CLOSING: The discounted fee for a residential real estate closing includes a free initial consultation and the review of the member's purchase or sales agreement. Additionally, the plan attorney will provide one hour of representation at the closing for the purchase or sale of residential real estate. Additional hours will be billed at the guaranteed low hourly rate.

All research including Title insurance, liens, deeds, property judgments, flood, hazard, or mortgage insurance, and fees associated with filing real estate documents in your state are not

included in the definition or covered by this discounted rate. Additional work will always be done at the guaranteed low hourly rate.

SIMPLE WILL (NO CHARGE WILL): Is defined as a will distributing personal property and homestead, not involving trusts, specific bequests, real estate, tax matters, guardianships, living wills, health care proxies or partitions.

SIMPLE WILL WITH MINOR'S TRUST: The discounted fee includes the preparation of a Simple Will with a Minor's Trust for the surviving minor children of the plan member. This document will contain information related to minor children (specifically; name, date of birth, social security number), real estate, specific bequests, and information pertaining to the appointed guardian of the estate of our member.

This fee does not cover extensive information regarding retirement plans, investments and their tax treatment, other kinds of trusts, complex tax matters, or estate planning. Counsel for these additional areas of law will be provided to plan members at the guaranteed low hourly rate.

TRAFFIC DEFENSE: The discounted fee applies to first time non-criminal traffic infractions including but not limited to; violation of traffic control device, failure to stop at a stop sign, improper change of lane, illegal turns, improper or unsafe equipment, expired tag, no proof of insurance, unlawful speed, improper passing, failure to use turn signal, failure to yield the right of way and safety belt violations.

The special privileged rate applies to each individual non-criminal traffic infraction. The discounted fee includes the preparation of any necessary court documents and attendance at a single court hearing to settle a single, first time, non-criminal traffic infraction.

The discounted fee does not include court costs, fines imposed by the presiding judge, additional scheduled hearings or other traffic matters that the court deems to be criminal in nature.

MISCELLANEOUS INFORMATION

- Participating attorneys are bound by their state's professional code of ethics. They will advise you if they have a conflict of interest in taking your case. Attorneys have the inherent right to decline a case for any reason. However, plan attorneys have agreed not to reject any eligible plan member seeking services by reason of the amount of fees to which he or she may be entitled to charge under the Legal Care Direct™ plan. If this occurs, you may be referred to another attorney on the plan by calling Legal Care Direct's Member Services Department for assistance.
- You may cancel your membership at any time by written notification only. Membership dues are fully refundable for thirty (30) days following the initial enrollment unless otherwise contracted.
- Attorney fees are paid directly to your plan attorney. Participating attorneys are not employees of Legal Club of America®, Legal Club Financial or Legal Care Direct™ and have no financial obligation to the company.

- Legal Club of America®, Legal Club Financial or Legal Care Direct™ or any of their agents, officers, or subsidiaries are not liable to indemnify or reimburse any plan member or participating attorney for any attorney fees or costs generated by the plan member.
- Legal Club of America®, Legal Club Financial or Legal Care Direct™, its subsidiaries, State Bar Associations and other regulatory agencies do not guarantee the quality or quantity of legal services that are provided by plan attorneys. However, all participating attorneys are required to provide certificates of liability insurance if required by their state associations, and background checks are performed periodically to verify that they are in good standing.
- The plan attorneys in their attorney/client relationship have the sole responsibility for providing legal services to the plan member.
- Legal Club of America®, Legal Club Financial or Legal Care Direct™ is not a law firm, insurance carrier or a provider of legal services.
- All memberships shall automatically renew at the end of each membership term, unless Legal Club of America®, Legal Club Financial or Legal Care Direct™ is notified in writing at least thirty (30) days prior to the end of the term.
- The term “guarantee” as used in this guidebook refers to the guarantee that Legal Club of America®, Legal Club Financial or Legal Care Direct™ will use its best effort to locate and refer its members to an attorney that will abide by the fee schedule outlined herein. If an attorney cannot be found for a member, the member’s only recourse is a refund of the most recent month’s membership fee.
- Court filing fees, expert witness fees, court costs, court reporter fees, transcript expenses, photocopying costs, postage, telephone toll charges and any other incidental expenses incurred by the plan member are excluded from discounted rates under any of the three pricing formulas described in this guidebook. Travel expenses are not eligible at discounted rates when the attorney must travel to represent a plan member’s interests.
- Information available at www.legalcaredirect.com will contain the most up-to-date plan benefits, definitions, terms and conditions, etc. In the event of a conflict or discrepancy, the website content shall be considered the most up-to-date and correct.

Section 4 Terms & Conditions

The following matters are excluded from your plan privileges:

- Legal matters involving the laws of jurisdictions outside the United States or its subdivisions.
- Legal matters where the plan member has already retained participating counsel at their usual rates prior to enrollment in Legal Club of America®, Legal Club Financial or Legal Care Direct™.

- Frivolous legal matters as determined by the plan attorney in accordance with the professional code of ethics in their state.
- Any action involving Legal Club of America®, Legal Club Financial or Legal Care Direct™, plan attorneys, affiliated companies or any of their company's or affiliated company's directors, officers, employees or agents in any matter in which they have interests adverse to the plan member's.
- Legal matters against the plan sponsor, employer, directors, officers, agents or employees, where Legal Club of America®, Legal Club Financial or Legal Care Direct™ membership was gained through the sponsor or employer's efforts.
- In matters where the plan member and eligible family member have adverse interests, only the original plan member is eligible for plan discounts and not the family member unless both parties provide written authorization and consent otherwise.