

Credit Union Plan for Prepaid Legal Services Regulations

This voluntary Prepaid Legal Services Plan has been established by the Credit Union to provide you, its members, and your dependents with legal representation, in order to protect and advance your legal rights and interests.

You and your dependents are entitled to all benefits listed for a single annual fee of \$132.00.

Eligibility

The following persons shall be eligible to receive the services herein so long as they are in any of the following categories:

1. Members of the Credit Union who are in good standing and who have paid all membership fees to the Plan.
2. Dependents of members of the Credit Union who are in good standing with all membership fees paid to the Plan. A dependent shall be defined as:
 - a. A spouse if not legally separated, divorced or living apart from the eligible member, or a spouse who has not filed for dissolution of marriage, annulment or legal separation.
 - b. An unmarried child of the eligible member, including an adopted child, stepchild or foster child who is considered a dependent for federal income tax purposes.
3. In the event of a member's death, the widow or widower may continue benefits under the Plan by continuing to pay the annual fee contracted for by the deceased.

For any violation of the Plan Regulations by a member or dependent, the Credit Union may revoke the member's membership in the Plan.

Legal Services Available

As an eligible member, you and your dependents will be provided the following legal services and representation by a Plan Attorney.

A. Advice and consultation. You together with your dependents shall be entitled to a total of four (4) office interviews with a Plan Attorney during the calendar year of participation to seek advice on any subject covered under this Plan.

If any case or problem upon which advice is sought in an interview leads directly to the use of the attorney consulted in one or more of the other benefits described in the Plan, the interview will not be charged against the four (4) above-mentioned interviews under this section.

B. Office work and document drafting. You together with your dependents shall be entitled to the following services up to a total of ten (10) hours per calendar year.

1. Conferences and negotiations, including:
 - a. Any meetings with adverse or associated parties, their attorneys or agents;
 - b. Telephone conversations or other efforts to settle cases or problems short of litigation.
2. Investigation and factual research, including:
 - a. Title examinations and opinions when you are buying a home or other real estate;
 - b. Representation for you as a buyer or seller in any real estate closing, including preparation and/or review of all closing papers, but excluding closing costs and costs of title insurance;
 - c. Any activity performed by the Panel Attorneys or others under his direction in ascertaining facts, finding and taking statements of witnesses, and gathering information of any kind that may be reasonably necessary to your adequate legal representation short of litigation.

If any service described in paragraph B is accomplished incident to any matter covered in paragraph C, that service will apply against the hour limits contained therein and not be charged against the hour limits of paragraph B.

3. Letter writing and document drafting or review, including but not limited to:
 - a. Preparation or review of your Wills with a nominal fee for materials;

b. Preparation of deeds, leases, contracts, settlement, releases, etc., and all correspondence incident thereto.

C. Judicial/Administrative proceedings. Your coverage under this paragraph includes all legal representation as provided below, including civil, criminal or administrative hearings, trials, motions or appearances of any kind, before any judicial, quasi-judicial, or administrative agency or any federal, state or local government.

Legal subjects covered under this paragraph include, but are not limited to:

1. Civil cases at both County and Circuit Court levels.
2. Juvenile proceedings.
3. All criminal cases, both misdemeanors and felonies.
4. Those traffic violations which constitute a misdemeanor, including reckless driving and driving while under the influence of intoxicants or drugs.
5. Dissolutions of marriage and other family law problems. The Plan will not cover a contested dissolution of marriage or other contested family law problems, unless the member has been enrolled in the Plan for at least one (1) year prior to your request for representation on any such matter. A contested dissolution of marriage is one in which there is disagreement as to any matter relating to alimony, child support, child custody, the fact that the marriage is irretrievably broken or disagreement in the division of real and/or personal property. Uncontested dissolutions of marriage are covered under the Plan in the same fashion that all other matters are covered. An uncontested dissolution of marriage is one in which there is complete agreement as to all matters relating to alimony, child support, child custody, the fact that the marriage is irretrievably broken and agreement as to the disposition of all property both real and personal. In any such case where the interest of any 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, at which time the eligible member shall not be covered for that case.
6. Adoptions.
7. Support and commitment proceedings.
8. Landlord-tenant problems.
9. Consumer problems.
10. Suits to enforce promissory notes, leases or other contracts.
11. Mortgage foreclosures.
12. Injury or conversion of property.
13. Ejectment.
14. Eviction.
15. Any proceeding wherein you or your dependents are seeking to enforce the terms of any policy of life, health and accident, disability, casualty or public liability insurance.

Hour limits under this paragraph shall be as follows:

1. When you or your dependent is not the plaintiff or moving party who initiated the proceedings, the Plan will provide a total of forty (40) hours per calendar year. Additional time required to complete the proceedings will be available at the rate of \$90.00 per hour.
2. When you or your dependent is the plaintiff or moving party who initiated the proceedings, the Plan will provide a total of twenty (20) hours per calendar year. Additional time required to complete the proceedings will be available at the rate of \$90.00 per hour.

Members are responsible for a cost deposit when applicable to cover filing fees, copies, facsimiles, postage and materials.

Legal Services Not Available

Legal services shall not be provided regarding the following:

- A. Any judicial, administrative, arbitration or other proceeding, problem or controversy where this prepaid legal service Plan, its attorneys, employees or agents; the Credit Union, its officers, employees, clients and Board of Directors, and any insurance carrier of the Credit Union providing disability, worker's compensation or any other benefits of coverage of any type whatsoever, are either a plaintiff, defendant of the equivalent.

- B. Probate and guardianship matters in which the attorney's fee is charged against the member's estate or interest or any case in which the member is a plaintiff or claimant and a contingent fee is normally and customarily charged or which involves the operation of any contract or statute (including worker's compensation) which provides for the payment of attorney's fees. In any case, the member will be advised in writing by the Panel Attorneys of the availability of attorney's fees being paid in accordance with such contract, statute or proceeding. Should the member nonetheless wish to retain one of the Panel Attorneys in his individual and private capacity, the member shall execute an appropriate acknowledgment and waiver and, thereafter, all attorney's fees so collected shall belong to the Panel Attorney. In such event, the retaining of a Panel Attorney shall not be considered as using or be charged against the services provided by this plan.
- C. Class actions, civil rights litigations, employment-related matters involving job security, non-rehiring, suspension or discharge, interventions or amicus curia filings in any suit or controversy among other parties not involving the immediate and direct interests of the member or of the member's dependents.
- D. Any case in which defense or other legal representation is provided through any policy of insurance or by any other means for which the member is not obligated to pay for such legal services (whether or not policy limits are exceeded in the claim); including but not limited to, any and all actions arising under the arbitration or other provisions of any union collective bargaining agreement or any other contract providing for the furnishing of legal services on behalf of the member.
- E. Legal matters pending or controversies which are known or should be known by the member or dependent to be existing
prior to the time such member or dependent becomes eligible to receive services under this Plan.
- F. Disputes between two or more members or their dependents covered under this Plan. (A system of cross index shall be
maintained by the Panel Attorneys to preclude representation of such conflicting interests.)
- G. Tax advice or filling out and filing tax returns of any nature.
- H. Services or advice when they involve duplication of the same services or advice previously obtained in connection with
the same problem and previously claimed for under the Plan. No member may seek the advice of another Panel Attorney on the same question.
- I. Any business venture, or any other matter in which, for Federal income tax purposes, the cost of legal services would normally constitute a business expense or a capital investment. Any litigation or collection matters arising from a business in which the member or his dependents have an interest.
- J. Bankruptcy of the member or dependents, either voluntary or involuntary, trademark, patent, copyright and admiralty matters.
- K. Appellate work of any nature.

General Provisions

- A. Except as otherwise provided in paragraph 3 of Eligibility, you must be a member of the Credit Union when the service is rendered.
- B. The services provided in this Plan are for the sole benefit of you and your dependents and as such are not assignable. Such services shall not accrue to or become vested in any other person or entity, public or private, such as trustee in bankruptcy or any assignee for the benefit of creditors or otherwise.
- C. This Plan shall be operative for one (1) calendar year subsequent to its effective date but may be renewed by the Credit Union on an annual basis thereafter, with prior approval of the Florida Bar.
- D. Representation shall be limited to Escambia and Santa Rosa Counties, Florida. Any matter arising outside of such Counties which require personal appearance by the Panel Attorney will not be

- accepted, except to refer the client to a Lawyer Referral Service in the county where the matter arises. Such referral shall not be considered as having used or be charged against the services of this Plan.
- E. Services provided to you and your dependents are not cumulative, year to year.
- F. This Plan does not provide for any indemnification nor will it reimburse you for Court costs or expenses, bail bonds, fines, penalties or judgments.
- G. Disputes concerning coverage under this Plan shall be subject to mandatory arbitration pursuant to Florida Statutes Chapter 682.
- H. Two or more members or their dependents may not pool or combine their benefits for the purpose of asserting a claim as to increase the benefits herein provided. Only one (1) membership per family is allowed. Family shall consist of a member, spouse and children as defined under Eligibility.
- I. Neither you nor your dependents are required or obligated to consult with or be represented by a Panel Attorney as a condition for membership in the Credit Union. You and your dependents shall remain free to consult with or be represented by other attorneys concerning any matter at your own expense. Specifically, the Plan will not pay attorney's fees to any attorney other than the Plan Attorney.
- J. Legal services for you and your dependents shall begin upon payment of your annual fee and will continue for a period of twelve (12) consecutive months. Within thirty (30) days of the expiration of that annual period you will be contacted and given the opportunity to continue as a Plan member for the next twelve (12) month period or terminate your further participation.
- K. Should the Plan prove economically unfeasible or for any other reason should the Credit Union or the Board of Governors of the Florida Bar terminate the Plan or decline to renew it, a termination date shall be established and all monies received prior to such date and remaining in the Plan Trust Account after payment of Plan obligation and expense through that date shall be returned to each Plan member in proportion to the unexpired term of his/her annual entitlement. Once such termination date is established, no further monies shall be accepted or memberships allowed. All member benefits shall terminate as of said date provided, however, that all pending matters or controversies actually brought to the attention of the Panel Attorneys prior to said termination date shall be carried to conclusion by the servicing Plan Attorney even though all funds in the Plan Trust Account may have been fully disbursed and no further Plan funds are available for the payment of attorney's fees.
- L. If you should have a complaint concerning the representation of the Plan Attorneys or the operation of the Plan, you or your dependents may contact the Staff Counsel of the Florida Bar, Tallahassee, Florida 32304.
- M. The Florida Bar has, in no way, guaranteed success of the Plan and gives no assurance of the quantity or quality of legal services to be provided. Entire responsibility for the Plan rests with the sponsoring group and individual participating attorneys.

Responsibilities of the Panel Attorneys to you

The Plan Attorneys shall be responsible for the ethical operation of the Plan; shall provide legal services in compliance with the professional and ethical standards established by the Code of Professional Responsibility. They shall abide by the Integration Rule of The Florida Bar and comply with all rules of the Supreme Court of Florida.

In the event that you terminate your membership in the Plan, for any reason, or have your membership revoked, the legal services provided to you and your dependents shall be ended. In such event, as to any pending matter or controversy actually brought to the attention of the Plan Attorney representing you, he is obligated to complete and carry to conclusion such matter unless you or your dependent do not desire his further participation or participation by any other Plan Attorney. In such event, the Plan Attorney will, with your written consent, withdraw from further representation in such manner as to insure that neither you nor your dependents are prejudiced in any way.

With or without terminating your membership, you may discharge the Plan Attorneys as to any active matter with written notice to the attorneys and, if necessary, to the Court. In which event you will be required to execute an appropriate written consent, and the Plan Attorneys shall withdraw in the same manner as provided in the immediately preceding paragraph.

In the event that you discharge the Plan Attorneys as to any active matter, but do not terminate your membership in the Plan, you shall not thereby be entitled to a refund of all or a portion of any prepaid membership fee.

In the event that you:

1. Voluntarily terminate your membership after use of any Plan legal services or have your membership revoked for violation of Plan Regulations, you shall not be entitled to a refund of all or part of any prepaid membership fee.
2. Voluntarily terminate your membership for any reason whatsoever prior to the use of any Plan legal services, and within thirty (30) days of your entitlement date, you shall be entitled to a refund of 75% of the prepaid membership fee.
3. Have not used any Plan legal services and, after the expiration of thirty (30) days from your entitlement date, are compelled to terminate your membership for reasons beyond your control (other than revocation of your membership for violation of Plan Regulations), you shall be entitled to a refund of your prepaid membership fee in proportion to the unexpired term of your annual entitlement computed on a quarterly basis. The quarter within which your termination occurs shall be considered as fully expended and you shall be entitled to a refund in proportion to the remaining unexpired quarter or quarters of your annual entitlement.

In providing legal services to you, the Plan Attorneys shall follow the rules of the Plan, but shall receive no further instructions, directions, or interference from the Credit Union, its officers, or any other individual in the independent exercise of their professional judgment. The Plan Attorneys' decision as to the legal course of action to be taken on your behalf is final.