EXHIBIT D

# **METLIFE LEGAL PLANS®**

SUMMARY PLAN DESCRIPTION



# INTRODUCTION

MetLife Legal Plans® was established to provide personal legal services for eligible employees and their spouses and dependent children. This summary provides general information about the plan, who is eligible to receive benefits under the plan, what those benefits are, how to obtain benefits, and what your rights under ERISA are. If you have any questions that are not answered, please contact the benefits department.

MetLife Legal Plans, Inc. has been selected to provide legal plan benefits. The services will be provided through a panel of carefully selected participating law firms. Lawyers in this network are called Plan Attorneys. These arrangements are described in detail in this summary. The actual provisions of the plan are set out in a written document maintained by your employer. All statements made in this booklet are subject to the provisions and terms of that document, which control in the event of conflict with this summary.

# HOW TO GET LEGAL SERVICES

# Website

To use MetLife Legal Plans® visit the MetLife Legal Plans' member website at members.legalplans.com. To login enter the last four digits of your Social Security Number and Zip Code. After you login you will jump to a page that is specific for member services. On this page you can choose the following options:

- ≻ How Do I Use the Plan?
- Covered Services
- Attorney Locator
- Obtain Case Number
- ➢ Life Guide
- Self-Help Documents/Forms

# **Client Service Center**

You may also use MetLife Legal Plans<sup>®</sup>, by calling MetLife Legal Plans' Client Service Center at **1-800-821-6400** Monday – Friday 8 a.m. to 8 p.m., Eastern Time. Be prepared to give the last four digits of your Social Security Number and Zip Code. If you are a spouse or an eligible dependent child of an eligible person, you will need the last four digits of the Social Security Number and Zip Code of the employee through whom you are eligible. The Client Service Representative who answers your call will:

- Verify your eligibility for services;
- Make an initial determination of whether and to what extent your case is covered (the Plan Attorney will make the final determination of coverage);
- Give you a Case Number which is similar to a claim number (you will need a new Case Number for each new case you have);
- Solution For the Second Second
- > Answer any questions you have about the Legal Plan.
- give you a case number, which is similar to a claim number (you will need a new case number for each new matter you have);
- > give you the telephone numbers of the Plan Attorneys most convenient to you; and
- > answer any questions you have about the legal plan.

You then call the Plan Attorney to schedule an appointment at a time convenient to you. Evening and Saturday appointments are available.

If you choose, you may select a non-Plan Attorney. Also, where there are no participating law firms, you will be asked to select your own attorney. In both of these circumstances, MetLife Legal Plans will reimburse you for these non-Plan Attorneys' fees in accordance with a set fee schedule.

For services to be covered, you or your eligible dependents must have obtained a case number and retained an attorney and the attorney must begin work on the covered legal matter while you are an eligible member of the legal plan.

# WHAT SERVICES ARE COVERED

MetLife Legal Plans<sup>®</sup> entitles you and your eligible dependents to receive certain personal legal services. The available benefits are very comprehensive, but there are limitations and other conditions which must be met. Please take time to read the description of benefits carefully. The covered services are listed in Appendix A. All listed benefits are available to you and your spouse and dependents, unless otherwise noted.

# Exclusions

Excluded services are those legal services that are not provided under the plan. No services, not even a consultation, can be provided for:

- **D** Employment-related matters, including company or statutory benefits
- □ Matters involving your employer, MetLife or its affiliates, or plan attorneys
- □ Matters in which there is a conflict of interest between the employee and spouse or dependents, in which case services are excluded for the spouse and dependents
- □ Appeals and class actions
- □ Farm, business, and investment matters and matters involving property held for investment or rental or issues when the participant is the landlord
- □ Patent, trademark and copyright matters
- Costs or fines
- Frivolous or unethical matters
- Matters for which an attorney-client relationship exists prior to the participant becoming eligible for plan benefits

# ELIGIBILITY

To be eligible for legal services under the legal plan, you must have included the plan in your benefits selection. You are eligible to enroll in the plan for yourself and, for some cases, your eligible dependents. Eligible dependents include your lawful spouse and your [unmarried] child (or children) up to the age of [21] [provided he or she depends on you for support].

# ENROLLMENT

During your employer's annual enrollment period, you can change or update your benefits selections. You may choose to join or drop out of the plan at that time. If you become an eligible employee after the annual enrollment period, you can elect to participate in the Legal Plan by completing your election form within 30 days of employment. The Plan has a minimum participation period of one year, and you must maintain the coverage for the entire year.

# WHEN COVERAGE BEGINS

Generally, Plan coverage becomes effective on the date of the following:

The first day of the month in which your employer has agreed to provide the Plan, typically January 1, for the elections you made during the previous enrollment period; or

If you were hired after an enrollment period, the first day of the month after you submitted a properly completed enrollment form.

### WHEN COVERAGE ENDS

Your ability to receive legal services under the plan ends if you are no longer an eligible employee or if you choose not to enroll during future annual enrollment periods.

If you cease to be eligible to participate in the plan or your employment with the company ends, the plan will cover the legal fees for those covered services that were opened and pending during the period you were enrolled in the plan. No new matters may be started after you become ineligible.

# AMENDMENT OR TERMINATION

While your employer expects to continue to offer participation in the legal services plan, it reserves the right to amend, or terminate the plan at any time. If the plan is terminated, all covered services then in process will be handled to their conclusion under the terms of the plan.

### ADMINISTRATION AND FUNDING

The legal services plan is provided for and administered through a contract with MetLife Legal Plans. MetLife Legal Plans makes all determinations regarding attorneys' fees and what constitutes covered services. All contributions collected from employees electing this coverage are paid to MetLife Legal Plans.

# COST OF THE PLAN

You pay the cost of the plan through after-tax payroll deductions, based on your enrollment choice.

# PLAN CONFIDENTIALITY, ETHICS AND INDEPENDENT JUDGMENT

Your use of the plan and the legal services provided are confidential. The Plan Attorney will maintain strict confidentiality of the traditional lawyer-client relationship. Your employer will know nothing about your legal issue or the services you use under the plan. Plan administrators will have access only to limited statistical information needed for orderly administration of the plan.

No one will interfere with your Plan Attorney's independent exercise of professional judgment when representing you. All attorneys' services provided under the plan are subject to ethical rules established by the courts for lawyers. The attorney will adhere to the rules of the plan and he or she will not receive any further instructions, direction, or interference from anyone else connected with the Plan. The attorney's obligations are exclusively to you. The attorney's relationship is exclusively with you. MetLife Legal Plans or the law firm providing services under the Plan is responsible for all services provided by the attorneys.

You should understand that the plan has no liability for the conduct of any Plan Attorney. You have the right to file a complaint with the state bar concerning attorney conduct pursuant to the plan. You have the right to retain at your own expense any attorney authorized to practice law in your state.

Plan attorneys will refuse to provide services if a matter is clearly without merit, frivolous, or for the purpose of harassing another person. If you have a complaint about the legal services you have received or the conduct of an attorney, call MetLife Legal Plans at **1-800-821-6400**. We will review your complaint and respond within two business days of your call.

# **OTHER SPECIAL RULES**

In addition to the coverages and exclusions listed, there are certain rules for special situations. Please read this section carefully.

What if other coverage is available to you? If you are entitled to receive legal representation provided by another organization such as an insurance company or a government agency or if you are entitled to legal services under any other legal plan, coverage will not be provided under this Plan. However, if you are eligible for legal aid or public defender services, you will still be eligible for benefits under this plan so long as you meet the eligibility requirements.

What if you are involved in a legal dispute with your dependents? You may need legal help with a problem involving your spouse or your children. In some cases, both you and your child may need an attorney. If it would be improper for one attorney to represent both you and your dependent, only you will be entitled to representation under the plan. In these situations, your dependent will not be covered under the plan.

What if you are involved in a legal dispute with another employee? If you or your dependents are involved in a dispute with another eligible employee or that employee's dependents, MetLife Legal Plans will arrange for legal representation with independent and separate counsel for both parties.

What if the court awards attorneys' fees as part of a settlement? If you are awarded attorneys' fees as a part of a court settlement, the plan must be repaid from this award to the extent that it paid the fee for your attorney.

# DENIAL OF BENEFITS AND APPEAL PROCEDURES

# **Denials of Eligibility**

MetLife Legal Plans verifies eligibility using information provided by *{Company Name}*. When you call for services, you will be advised if you are ineligible and MetLife Legal Plans will contact *{Company Name}* for assistance. If you are not satisfied with the final determination of eligibility, you have the right to a formal review and appeal. Send a letter within 60 days explaining why you believe you are eligible to:

Company Name Address City, State Zip

Within 30 days, you will be provided with a written explanation.

# **Denials of Coverage**

If you are denied coverage by MetLife Legal Plans or by any Plan Attorney, you may appeal by sending a letter to:

MetLife Legal Plans, Inc. Director of Administration 1111 Superior Avenue Suite 800 Cleveland, Ohio 44114-2507

The Director will issue MetLife Legal Plans' final determination within 60 days of receiving your letter. This determination will include the reasons for the denial with reference to the specific plan provisions on which the denial is based, a description of any additional information that might cause MetLife Legal Plans to reconsider the decision, an explanation of the review procedure, and notice of the right to bring a civil action under Section 502(a) of ERISA.

# YOUR ERISA RIGHTS

Congress enacted the Employee Retirement Income Security Act of 1974 ("**ERISA**") to safeguard your interests and those of your beneficiaries under your employee benefit plan. As a participant in the plan, you are entitled to certain rights and protections under the ERISA. ERISA provides that all plan participants shall be entitled to:

- Examine without charge at the plan administrator's office and at other specified locations all Plan documents, including collective bargaining agreements and copies of all documents filed by the plan with U.S. Department of Labor, such as detailed annual reports and plan descriptions;
- Obtain copies of all plan documents and other plan information upon written request to the plan administrator. The administrator may make a reasonable charge for the copies;
- Receive a summary of the Plan's annual financial report from the plan administrator, who is required by law to furnish this to you.

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA. If your claim for a welfare benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the plan review and reconsider your claim. Under ERISA, there are steps you can take to enforce these rights. If you request materials from the plan and do not receive them within 30 days, you may file suit in a federal court. If you do, the court may require the plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored in whole or in part, you may file suit in a state or federal court. If plan fiduciaries misuse the Plan's money or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you lose, the court may order you to pay these costs and fees, if for example it finds your claim is frivolous. If you have any questions about your plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest area office of the Employee Benefits Security

Administration, U.S. Department of Labor listed in your telephone directory, or at 200 Constitution Avenue, NW, Washington, DC. 20210. You can also call the publications hotline of the Employee Benefits Security Administration.

# FOR YOUR INFORMATION:

Name of Plan:	MetLife Legal Plans®
Plan Sponsor:	County of Monterey
Type of Plan:	Welfare benefit plan for group legal services
Plan Administrator:	Plan sponsor
Agent for Service of Legal Process:	Plan administrator
Provider of Benefits:	MetLife Legal Plans, Inc. 1111 Superior Avenue Cleveland, OH 44114-2407 (800) 821-6400 www.legalplans.com
Plan Identification Number:	990 / 3644
<b>Sponsor's Employer Identification Number:</b> 9903644	
Effective Date:	10/1/2020
Plan Year:	January – December

If you have any concerns about this plan, please call MetLife Legal Plans at 1-800-821-6400. A MetLife Legal Plans representative will help you resolve the issue to your satisfaction.

# Appendix A Definitions of Covered Services

### ADVICE AND CONSULTATION

#### **Office Consultation**

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

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

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

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

This service is not intended to provide the Covered Person with continuing access to a Plan Attorney in order to seek advice that would allow the Covered Person to undertake his or her own representation. For non-covered matters that are not otherwise excluded, this benefit provides four hours of attorney time and services per year. The Covered Person is responsible to pay fees beyond the 4 hours. No more than a combined maximum total of four hours of attorney time and service are provided for the member, spouse and qualified dependents annually.

#### Telephone Advice

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

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

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

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

This service is not intended to provide the Covered Person with continuing access to a Plan Attorney in order to seek advice that would allow the Covered Person to undertake his or her own representation. For non-covered matters that are not otherwise excluded, this benefit provides four hours of attorney time and services per year. The Covered Person is responsible to pay fees beyond the 4 hours. No more than a combined maximum total of four hours of attorney time and service are provided for the member, spouse and qualified dependents annually.

### **CONSUMER PROTECTION**

#### **Consumer Protection Matters**

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

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

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

#### Small Claims Assistance

This service provides the Covered Person with:

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

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

### **Personal Property Protection**

This service provides the Covered Person with:

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

### FINANCIAL MATTERS

#### **Debt Collection Defense**

This benefit provides Covered Persons with an attorney's services for negotiation with creditors for a repayment schedule, to limit creditor harassment, and representation in defense of any action for personal debt collection, tax agency debt collection, foreclosure, repossession, or garnishment, up to and including trial if necessary. It includes a motion to vacate a default judgment. It does not include counter-, cross-, or third party claims, bankruptcy, any action arising out of family law matters, including support and post decree issues, or any matter where the creditor is affiliated with the sponsor or employer.

#### **Identity Management Services**

This service provides the Covered Person with access to LifeStages Identity Management Services provided by CyberScout, LLC. These services include both proactive services when the Covered Person believes his or her personal data has been compromised and resolution services to assist the Covered Person in recovering from account takeover or identity theft with unlimited assistance to fix issues, handle notifications, and provide victims with credit and fraud monitoring. Theft support, fraud support, recovery and replacement services are also covered. For more information on identity theft protection, please visit <a href="http://www.legalplans-idtheft.com/">http://www.legalplans-idtheft.com/</a>.

#### **Identity Theft Defense**

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

#### Personal Bankruptcy or Wage Earner Plan

This service covers the Employee and spouse in pre-bankruptcy planning, the preparation and filing of a personal bankruptcy or wage earner petition, and representation at all court hearings and trials. This service is not available if a creditor is affiliated with the employer, even if the Employee or spouse chooses to reaffirm that specific debt.

#### **Tax Audits**

This service provides the Covered Person with an attorney to:

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

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

### **DEFENSE OF CIVIL LAWSUITS**

### Administrative Hearing Representation

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

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

### **Civil Litigation Defense**

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

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

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

#### **Incompetency Defense**

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

### **DOCUMENT PREPARATION**

#### Affidavits

This service covers preparation of any affidavit in which the Covered Person is the person making the statement.

#### Deeds

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

#### **Demand Letters**

This service provides for:

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

Negotiations and representation in litigation are not included.

#### Mortgages

This service provides for the preparation of any mortgage for which the Covered Person is the mortgagor. This service does not include documents pertaining to business, commercial, or rental property.

### **Promissory Notes**

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

### **Document Review**

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

### Elder Law Matters

This service provides the Covered Person with:

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

### FAMILY LAW

### Name Change

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

### **Prenuptial Agreement**

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

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

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

#### **Protection from Domestic Violence**

This service covers the Employee only, not the spouse or dependents, as the victim of domestic violence. It provides the Employee with representation to obtain a protective order, including all required paperwork and attendance at all court appearances. The service does not include representation in suits for damages, defense of any action, or representation for the offender.

#### Adoption and Legitimization (Contested and Uncontested)

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

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

This service covers establishing a guardianship or conservatorship over a person and his or her estate when the Employee or spouse is appointed as guardian or conservator. It includes obtaining a permanent and/or temporary guardianship or conservatorship, gathering any necessary medical evidence, preparing the paperwork, attending the hearing, and preparing the initial accounting. This service does not include representation of the person over whom guardianship or conservatorship is sought, any annual accountings after the initial accounting, or terminating the guardianship or conservatorship once it has been established.

### IMMIGRATION

#### **Immigration Assistance**

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

### PERSONAL INJURY

#### Personal Injury (25% Network Maximum)

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

#### **REAL ESTATE MATTERS**

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

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

#### **Eviction and Tenant Problems (Tenant Only)**

This service covers the Covered Person as a tenant for matters involving leases, security deposits or disputes with a residential landlord. The service includes eviction defense, up to and including trial. It does not include representation in disputes with other tenants or as a plaintiff in a lawsuit against the landlord, including an action for return of a security deposit.

#### Security Deposit Assistance (Tenant Only)

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

It also covers:

- assisting the Covered Person in prosecuting a small claims action;
- helping prepare documents;
- advising on evidence, documentation and witnesses; and
- preparing the Participant for the small claims trial.

This service does not include:

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

### Home Equity Loans (Primary Residence)

This service covers the review or preparation of a home equity loan on the Covered Person's primary residence.

#### Home Equity Loans (Second or Vacation Home)

This service covers the review or preparation of a home equity loan on the Covered Person's second or vacation home.

#### **Refinancing of Home (Primary and Secondary Residence)**

This service provides the Covered Person with counsel in the refinancing of or obtaining a home equity loan on the Covered Person's primary or secondary residence. It includes the review or preparation of all relevant documents, including the mortgage, deed, and documents pertaining to title, insurance, recordation and taxation.

It does not include:

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

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

This service provides the Covered Person with counsel for the purchase and sale of the Covered Person's primary or secondary residence or of vacant property to be used for building a primary or secondary residence. It includes the review or preparation of all relevant documents, including the construction documents for a new home, purchase agreement, mortgage, deed and documents

pertaining to title, insurance, recordation, and taxation. The service also includes attendance of a Plan Attorney at closing in cities where it is the custom to do so. It does not include:

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

#### **Property Tax Assessment**

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

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

#### **Zoning Applications**

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

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

### TRAFFIC AND CRIMINAL MATTERS

#### **Juvenile Court Defense**

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

#### Traffic Ticket Defense (No DUI)

This service provides the Covered Person with representation in defense of any traffic ticket including traffic misdemeanor offenses. However, no service is provided where the ticket was the result of any driving under the influence or related charge or vehicular homicide. This service includes representation for:

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

#### **Restoration of Driving Privileges**

This service covers the Covered Person with representation in proceedings to restore the Covered Person's driver's license.

### WILLS AND ESTATE PLANNING

#### Trusts

This service includes the preparation of revocable or irrevocable living trusts for the Covered Person. It does not include tax planning.

#### Living Wills

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

### **Powers of Attorney**

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

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

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

### Wills and Codicils

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