

**METLAW®**

**SUMMARY PLAN DESCRIPTION**

Smart. Simple. Affordable.®

**Hyatt Legal Plans**

**A MetLife Company**

## **INTRODUCTION**

MetLaw® was established to provide personal legal services for eligible Company employees, 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.

Hyatt Legal Plans, Inc. has been selected to provide for 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 MetLaw® visit the Hyatt Legal Plans' member website at [members.legalplans.com](http://members.legalplans.com). To login enter the last four digits of your Membership 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 MetLaw®, by calling Hyatt 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 your Membership Number and Zip Code. If you are a spouse or an eligible dependent child of an eligible person, you will need the Membership 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);
- Give you the telephone number of the Plan Attorney 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 your own attorney. Also, where there are no Participating Law Firms, you will be asked to select your own attorney. In both of these circumstances, Hyatt 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, 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**

MetLaw® 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 for yourself and your family to read the description of benefits carefully.

**All benefits are available to you and your spouse and dependents, unless otherwise noted.**

**See Appendix A.**

## **Exclusions**

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

- Employment-related matters, including company or statutory benefits
- Matters involving the employer, MetLife® and affiliates, and 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 or 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 Service Plan, you must be an Active, non-union full-time employee working at least 30 hours a week (excluding Ithaca Hourly Union population) and 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 children up to the age of 26 regardless of whether the child is living at home, is listed as a dependent on a tax return, is a student or is married. Also includes children, age 26 and older, if legally considered permanently and totally disabled. Legally separated individuals, life partners, or divorced spouses are not eligible.

## **ENROLLMENT**

During your employer's annual enrollment period, you can change or update your benefits selection. An eligible employee may choose to join or drop out of the Plan at that time. Employees must enroll for a period of one year. New employees may enroll at the time of hire for the remainder of a plan year. Employees can also enroll or cancel coverage if a Qualifying Life Event is met:

A Qualifying Life Event (QLE) is an event that the Employer has determined qualifies an Employee to **apply** for coverage due to a Qualifying Life Event under this Policy.

Qualifying Life Events that qualify include:

1. marriage;
2. loss of a Spouse; whether by death or divorce;
3. birth or adoption of a child, placement of a child for adoption, or acquiring a child through marriage;
4. death of a child;
5. loss of coverage due to termination of Spouse's employment; and
6. a change in the Employee's employment status from part-time to full-time that affects eligibility for group benefits for the Employee.

A Qualifying Life Event is an event that the Employer has determined qualifies an Employee to **cancel** coverage due to a Qualifying Life Event under this Policy.

Qualifying Life Events that qualify include:

1. loss of a Spouse; whether by death or divorce; and
2. death of a child; and
3. gain of coverage through Spouse's employer

## **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.

If you experience a Qualifying Life Event, the first day of the month after you submitted a properly completed Enrollment Form and any required proof of event (QLE list included above).

## **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. Of course, 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 Service 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 Plan.

## **ADMINISTRATION AND FUNDING**

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

## **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 is confidential. The Plan Attorney will maintain strict confidentiality of the traditional lawyer-client relationship. Your employer will know nothing about your legal problems 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. Hyatt Legal Plans, Inc., or the law firm providing services under the Plan is responsible for all services provided by their 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 this state.

Plan attorneys will refuse to provide services if the 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 Hyatt Legal Plans at **1-800-821-6400**. Your complaint will be reviewed and you will receive a response within two business days of your call.

You have the right to retain at your own expense any attorney authorized to practice law in the state. You have the right to file a complaint with the state bar concerning attorney conduct pursuant to the plan.

## **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 any other 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 by the plan attorney. 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, Hyatt 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**

Hyatt verifies eligibility using information provided by *BorgWarner Inc.* When you call for services, you will be advised if you are ineligible and Hyatt Legal Plans will contact *BorgWarner Inc.* 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:

**BorgWarner Inc.**  
3850 Hamlin Road  
Auburn Hills, MI 48326

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

### **Denials of Coverage**

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

Hyatt Legal Plans, Inc.  
Director of Administration  
Eaton Center 1111 Superior Avenue  
Cleveland, Ohio 44114-2507

The Director will issue Hyatt 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 and a description of any additional information that might cause Hyatt 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 (ERISA) to safeguard your interests and those of your beneficiaries under your employee benefit plans. As a participant in the Hyatt Legal Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (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 consider your claim. Under ERISA, there are steps you can take to enforce the above rights. If you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, 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 that is denied or ignored, in whole or in part, you may file suit in a state or federal court. If it should happen that 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, for example if 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 or you can call the publications hotline of the Employee Benefits Security Administration.

**FOR YOUR INFORMATION:**

**Name of Plan:** MetLaw®  
**Plan Sponsor:** BorgWarner Inc.  
**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:** Hyatt Legal Plans, Inc.  
1111 Superior Avenue  
Cleveland, OH 44114-2407  
(800) 821-6400  
www.legalplans.com

**Plan Identification Number:** 990/1632

**Sponsor's Employer Identification Number:**

**Effective Date:** 1/1/2019

**Plan Year:** January - December

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

**Appendix A**  
**Definition of Covered Services**

**MetLaw**

\*Participant – means participating employee, their qualifying dependents and spouse.\*

**ADVICE AND CONSULTATION**

**Office Consultation**

This service provides the opportunity to discuss with an attorney any personal legal problems that are not specifically excluded. The Plan Attorney will explain the Participant's rights, point out his or her options and recommend a course of action. The Plan Attorney will identify any further coverage available under the Plan, and will undertake representation if the Participant so requests. If representation is covered by the Plan, the Participant will not be charged for the Plan Attorney's services. If representation is recommended, but is not covered by the plan, the Plan Attorney will provide a written fee statement in advance. The Participant may choose whether to retain the Plan Attorney at his or her own expense, seek outside counsel, or do nothing. There are no restrictions on the number of times per year a Participant may use this service; however, for a non-covered matter, this service is not intended to provide the Participant with continuing access to a Plan Attorney in order to seek advice that would allow the Participant to undertake his or her own representation.

**Telephone Advice**

This service provides the opportunity to discuss with an attorney any personal legal problems that are not specifically excluded. The Plan Attorney will explain the Participant's rights, point out his or her options and recommend a course of action. The Plan Attorney will identify any further coverage available under the Plan, and will undertake representation if the Participant so requests. If representation is covered by the Plan, the Participant will not be charged for the Plan Attorney's services. If representation is recommended, but is not covered by the plan, the Plan Attorney will provide a written fee statement in advance. The Participant may choose whether to retain the Plan Attorney at his or her own expense, seek outside counsel, or do nothing. There are no restrictions on the number of times per year a Participant may use this service; however, for a non-covered matter, this service is not intended to provide the Participant with continuing access to a Plan Attorney in order to seek advice that would allow the Participant to undertake his or her own representation.

**CONSUMER PROTECTION**

**Consumer Protection Matters**

This service covers the Participant as a plaintiff, for representation, including trial, in disputes over consumer goods and services where the amount being contested exceeds the small claims court limit in that jurisdiction and is documented in writing. This service does not include disputes over real estate, construction, insurance or collection activities after a judgment.

**Small Claims Assistance**

This service covers counseling the Participant on prosecuting a small claims action; helping the Participant prepare documents; advising the Participant on evidence, documentation and witnesses; and preparing the Participant for trial. The 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.

**Personal Property Protection**

This service covers counseling the Participant over the phone or in the office on any personal property issue such as consumer credit reports, contracts for the purchase of personal property, consumer credit agreements or installment sales agreements. Counseling on pursuing or defending small claims actions is also included. The service also includes reviewing any personal legal documents and preparing promissory notes, affidavits and

demand letters.

## **DEBT MATTERS**

### **Debt Collection Defense**

This benefit provides Participants with an attorney's services for negotiation with creditors for a repayment schedule and 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 Participant with access to LifeStages Identity Management Services provided by CyberScout, LLC. These services include both Proactive Services when the Participant believes their personal data has been compromised as well as Resolution Services to assist the Participant 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 covered by this service.

### **Identity Theft Defense**

This service provides the Participant 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 Participant 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 covers reviewing tax returns and answering questions the IRS or a state or local taxing authority has concerning the Participant's tax return; negotiating with the agency; advising the Participant on necessary documentation; and attending an IRS or a state or local taxing authority audit. The service does not include prosecuting a claim for the return of overpaid taxes or the preparation of any tax returns.

## **DEFENSE OF CIVIL LAWSUITS**

### **Administrative Hearing Representation**

This service covers Participants in defense of civil 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 services are available or are being provided by virtue of an insurance policy. It does not include family law matters, post judgment matters or litigation of a job-related incident.

### **Civil Litigation Defense**

This service covers the Participant in defense of an arbitration proceeding or civil proceeding before a municipal, county, state or federal administrative board, agency or commission, or in a trial court of general jurisdiction. It does not apply where services are available or are being provided by virtue of an insurance policy. It does not include family law matters, post judgment matters, matters with criminal penalties or litigation of a job-related incident. Services do not include bringing counterclaims, third party or cross claims.

### **Incompetency Defense**

This service covers the Participant in the defense of any incompetency action, including court hearings when there is a proceeding to find the Participant incompetent.

## **DOCUMENT PREPARATION**

### **Affidavits**

This service covers preparation of any affidavit in which the Participant is the person making the statement

### **Deeds**

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

### **Demand Letters**

This service covers the preparation of letters that demand money, property or some other property interest of the Participant, except an interest that is an excluded service. It also covers mailing them to the addressee and forwarding and explaining any response to the Participant. Negotiations and representation in litigation are not included.

### **Mortgages**

This service covers the preparation of any mortgage or deed of trust for which the Participant is the mortgagor. This service does not include documents pertaining to business, commercial or rental property.

### **Promissory Notes**

This service covers the preparation of any promissory note for which the Participant is the payor or payee.

### **Document Review**

This service covers the review of any personal legal document of the Participant, such as letters, leases or purchase agreements.

### **Elder Law Matters**

This service covers counseling the Participant over the phone or in the office on any personal issues relating to the Participant's parents as they affect the Participant. The service includes reviewing documents of the parents to advise the Participant on the effect on the Participant. The documents include Medicare or Medicaid materials, prescription plans, leases, nursing home agreements, powers of attorney, living wills and wills. The service also includes preparing deeds involving the parents when the Participant is either the grantor or grantee; and preparing promissory notes involving the parents when the Participant is the payor or payee.

## **FAMILY LAW**

### **Divorce, Dissolution and Annulment (Uncontested)**

This service is available to the Employee only, not to a spouse or dependents, and only applies as long as the spouse does not hire an attorney or file a responsive pleading that contests any portion of the case. This service includes preparing and filing all necessary pleadings and affidavits, drafting settlement or separation agreements

and representation at an uncontested hearing. If a case is contested, the Employee must pay all legal fees. This service cannot be used as a "credit" toward a contested case. This service does not include disputes that arise after a decree is issued.

**Divorce, Dissolution and Annulment (Contested) – Twenty Hour Maximum**

This service is available to the Employee only, not to a spouse or dependents, for the first twenty hours of service. This service includes preparing and filing all necessary pleadings, motions and affidavits, drafting settlement agreements, and representation at the hearing or trial, whether the Employee is a plaintiff or a defendant. This service does not include disputes that arise after a decree is issued. It is the Employee's responsibility to pay fees beyond the first twenty hours.

**Enforcement or Modification of Support Order**

This service is available to the Employee and spouse, and covers representation after a judgment has been entered to enforce or modify a court's award of support or alimony, whether the Employee or spouse is a plaintiff or a defendant. This service does not cover transfer of a divorce decree from one state to another, the division of property, or collection activities after a judgment.

**Name Change**

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

**Prenuptial Agreement**

This service covers representation of the Employee and includes the negotiation, preparation, review and execution of a Prenuptial Agreement between the Employee and his or her fiancé/partner prior to their marriage or legal union (where allowed by law), outlining how property is to be divided in the event of separation, divorce or death of a spouse. Representation is provided only to the Employee. The fiancé/partner must have separate counsel or must waive his or her right to 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 covers all legal services and court work in a state or federal court for an adoption for the Employee and spouse. Legitimization of a child for the Employee 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, or 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 Participant 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 Participant is the plaintiff) at a maximum fee of 25% of the gross award. It is the Participant's responsibility to pay this fee and all costs.

## **REAL ESTATE MATTERS**

### **Boundary or Title Disputes (Primary Residence)**

This service covers negotiations and litigation arising from boundary or real property title disputes involving a Participant's primary residence, where coverage is not available under the Participant's homeowner or title insurance policies. The service includes filing to remove a mechanic's lien.

### **Eviction and Tenant Problems (Primary Residence – Tenant Only)**

This service covers the Participant 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 (Primary Residence – Tenant Only)**

This service covers counseling the Participant as a tenant in recovering a security deposit from the Participant's residential landlord for the Participant's primary residence; 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 Participant in prosecuting a small claims action; helping prepare documents; advising on evidence, documentation and witnesses; and preparing the Participant for the small claims trial. The service does not include the Plan Attorney's attendance or representation at 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 Participant's primary residence.

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

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

### **Property Tax Assessment (Primary Residence)**

This service covers the Participant for review and advice on a property tax assessment on the Participant's primary residence. It also includes filing the paperwork; gathering the evidence; negotiating a settlement; and attending the hearing necessary to seek a reduction of the assessment.

### **Sale or Purchase of Home (Primary Residence)**

This service covers the review or preparation, by an attorney representing the Participant, of all relevant documents (including the construction documents for a new home, the purchase agreement, mortgage and deed, and documents pertaining to title, insurance, recordation and taxation), which are involved in the purchase or sale of a Participant's primary residence or of a vacant property to be used for building a primary residence. The

benefit also includes attendance of an attorney at closing. It does not include services provided by any attorney representing a lending institution or title company. The benefit does not include the sale or purchase of a second home, vacation property, rental property, property held for business or investment or leases with an option to buy.

#### **Sale or Purchase of Home (Second or Vacation Home)**

This service covers the review or preparation, by an attorney representing the Participant, of all relevant documents (including the construction documents for a new second home or vacation home, the purchase agreement, mortgage and deed, and documents pertaining to title, insurance, recordation and taxation), which are involved in the purchase or sale of a Participant's second home or vacation home or of a vacant property to be used for building a second home or vacation home. The benefit also includes attendance of an attorney at closing. It does not include services provided by any attorney representing a lending institution or title company. The benefit does not include the sale or purchase of a second home or vacation home held for rental purpose, business, investment or income or leases with an option to buy.

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

This service covers the review or preparation, by an attorney representing the Participant, of all relevant documents (including the refinance agreement, mortgage and deed, and documents pertaining to title, insurance, recordation and taxation), which are involved in the refinancing of or obtaining a home equity loan on a Participant's primary residence. The benefit also includes attendance of an attorney at closing. This benefit includes obtaining a permanent mortgage on a newly constructed home. It does not include services provided by any attorney representing a lending institution or title company. The benefit does not include the refinancing of a second home, vacation property or property that is held for any rental, business, investment or income purpose.

#### **Refinancing of Home (Second or Vacation Home)**

This service covers the review or preparation, by an attorney representing the Participant, of all relevant documents (including the refinance agreement, mortgage and deed, and documents pertaining to title, insurance, recordation and taxation), which are involved in the refinancing of or obtaining a home equity loan on a Participant's second home or vacation home. The benefit also includes attendance of an attorney at closing. This benefit includes obtaining a permanent mortgage on a newly constructed home. It does not include services provided by any attorney representing a lending institution or title company. The benefit does not include the refinancing of a second home, vacation property or property that is held for any rental, business, investment or income purpose.

#### **Zoning Applications**

This service provides the Participant with the services of a lawyer to help get a zoning change or variance for the Participant's primary residence. Services include reviewing the law, reviewing the surveys, advising the Participant, preparing applications, and preparing for and attending the hearing to change zoning.

### **TRAFFIC AND CRIMINAL MATTERS**

#### **Habeas Corpus**

This service covers the Participant for the preparation of all paperwork needed, and attendance at the hearing to pursue a habeas corpus proceeding to obtain the release of a Participant who is being unlawfully imprisoned.

#### **Juvenile Court Defense**

This service covers the defense of a Participant and a Participant's dependent child in any juvenile court matter, provided there is no conflict of interest between the Participant and the dependent child. When a conflict exists, or where the court requires separate counsel for the child, this service provides an attorney for the Employee only, including services for Parental Responsibility.

**Misdemeanor Defense**

This service covers representation for Participants in defense of any criminal misdemeanor charge except those relating to traffic or driving under influence charges. Representation includes court hearings, negotiation with the prosecutor and trial. It does not include representation of a felony charge that is subsequently reduced to a misdemeanor. This service also does not cover any post-sentencing proceeding, probation violation hearing or appeals by either party.

**Traffic Ticket Defense (No DUI)**

This service covers representation of the Participant in defense of any traffic ticket including traffic misdemeanor offenses, except driving under influence or vehicular homicide, including court hearings, negotiation with the prosecutor and trial.

**Restoration of Driving Privileges**

This service covers the Participant with representation in proceedings to restore the Participant's driving license.

**WILLS AND ESTATE PLANNING****Trusts**

This service covers the preparation of revocable and irrevocable living trusts for the Participant. It does not include tax planning or services associated with funding the trust after it is created.

**Living Wills**

This service covers the preparation of a living will for the Participant.

**Powers of Attorney**

This service covers the preparation of any power of attorney when the Participant is granting the power.

**Probate Proceedings**

This service provides representation for the Employee or spouse when the Employee or spouse is probating an estate and has been appointed executor or administrator. The service includes all of the court proceedings to transfer probate assets from the decedent to the heirs; the correspondence necessary to transfer non-probate assets such as proceeds from insurance policies, joint bank accounts, stock accounts or a house; and any tax filings. This service does not include prosecuting or defending any litigation including a will contest.

**Wills and Codicils**

This service covers the preparation of a simple or complex will for the Participant. The creation of any testamentary trust is covered. The benefit includes the preparation of codicils and will amendments. It does not include tax planning.