

PRE-PAID LEGAL BENEFIT SERVICES

For eligible participants of TRI-STATE HEALTH & WELFARE FUND who are members of UFCW Local Union Numbers 27, 152 and 1360

The Pre-Paid Legal Benefit program allows eligible participants to obtain legal services in a confidential client/attorney relationship. These Pre-Paid Legal Services, which are paid for by your employer as part of your union contract, are provided through local area legal firms. If you should require legal services, you simply call your legal benefit provider/legal firm (depending on your Local Union No.) and an experienced attorney will assist you. Benefit details are below.

If you have questions regarding your eligibility for this benefit or you are unsure as to which legal firm to contact, based on your Local Union No., please call the Fund office at 1-800-228-7484.

ELIGIBLE ACTIVE PARTICIPANT AND ELIGIBLE DEPENDENTS

NOTICE NO FUND LIABILITY

Use of the services of any provider rendering legal advice, whether designated by the Fund or otherwise, is the voluntary act of the Participant or eligible dependent. This benefit may only be obtained from providers designated by the Fund. This is not meant to be a recommendation or instruction to use the provider. You should select a provider based on all the appropriate factors, only one of which is coverage by the Fund. Providers are independent contractors, not employees of the Plan. The Fund makes no representation regarding the quality of service by any provider and is not responsible for any acts of commission or omission of any provider in connection with Fund coverage. The provider is solely responsible for services rendered.

If there are any differences between this Booklet, which is intended as an explanation of your benefits, and the formal agreement between the Fund and the provider of service, the formal agreement will govern.

Rights and Protection Under ERISA

See Section 1 of your SPD Booklet

General Provisions and Definitions

See Section 2 of the SPD Booklet

Eligibility Rules

Participants will be eligible in this Plan upon the completion of the stated eligibility period as set forth in the terms and conditions of the Collective Bargaining Agreement (Contract) between your employer and Local Union. Such eligibility periods will be measured from the hire or promotion date as applicable and shall be measured in period of full months.

Employees absent or unavailable for work because of illness or injury on the date that they would otherwise be eligible for benefits will not become eligible for such benefits until the date of return to active employment.

Other requirements for benefits with respect to eligibility and eligible dependents are shown in Section 3 of the SPD Booklet, which is incorporated by reference as if fully set forth herein. Since the Legal Benefit does not provide health benefits, references in the eligibility requirements to "medical

examination”, “Qualified Medical Child Support Order” and “COBRA” do not apply to the legal benefit and should be disregarded. The eligibility provisions should be read as if those terms and their related provisions were not included.

Termination of Coverage

Coverage hereunder shall be terminated for conditions and events shown in Section 3 of the SPD Booklet, which is incorporated by reference as if fully set forth herein.

If the terminated client thereafter continues representation with the provider, that client shall be responsible for costs of all legal services from the date of such termination.

Claim Appeal Procedure

As described under Section 1 of the SPD Booklet, which is incorporated by reference as if fully set forth herein.

Attorney-Client Relationship

Any attorney providing legal services under this Plan will have an attorney-client relationship with the individual Participant or eligible dependent receiving the legal services. The Plan attorneys have the same professional duties and obligations to the Participant or eligible dependent as would be required with any other client who would normally retain the attorney on a private fee basis. Any attorney providing legal services under the Plan shall maintain the confidentiality of the attorney-client relationship in accordance with applicable professional standards.

Exercise of Discretion

The Plan attorneys shall be free to exercise the right to refuse to provide legal services or representation for any matters which they believe to be clearly without merit or frivolous.

Complaints

If you have a complaint regarding the services rendered by a Plan Attorney, first call the supervising attorney for the Plan.

If you feel that you are still not satisfied you may call the Fund Office at 1-856-793-2500 or submit an appeal as described under the ERISA Rights and Protection Section of the SPD Booklet.

LEGAL SERVICES PROVIDED

Eligible participants and their eligible dependents shall be entitled to the following services without limitation as to time, except as stated.

- 1. Consultation with an Attorney:** This benefit provides Participants and eligible dependents with an opportunity to consult with an attorney concerning any legal question whatsoever with the exception of any matter dealing with your employment by a Participating Employer. Consultation is also available as a "Legal Checkup" or to prevent or minimize potential problems before they develop into a lawsuit. You are encouraged to consult with your attorney before entering into any arrangement or transaction which may have legal implications. If you are unsure if a matter is a covered service you should consult with an attorney to make that determination.
- 2. Estate Planning, Wills and Probate:** You are entitled to have a Last Will and Testament, and Living Will (Health Care Directive) prepared and executed under the supervision of an attorney from the participating law firm. This benefit is provided as your personal circumstances warrant. In some cases, changes can be accomplished by a codicil or modification of the Will. This benefit provides for consultation with an attorney as to the necessity for a Will, if required. This benefit further provides for a Will to be offered for probate in the event of the death of the Participant or eligible dependent, or in cases where a Will is not available, for an heir to petition the court for letters of

administration where the administrator of the estate is a dependent of the Participant or eligible dependent. The benefit also provides for legal representation in those instances where a Participant or eligible dependent is, or should be recognized as a beneficiary, heir, or next of kin. **This service does not include representation in the administration of estates or preparation of tax returns.**

3. **Representation in Domestic or Marital Matters:** You are entitled to 40 hours of legal representation in domestic or marital matters including:
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|------------------------------------|------------------------|
| a. Uncontested divorce | f. Abandonment cases |
| b. Contested divorce | g. Custody of children |
| c. Property settlement | h. Annulments |
| d. Support and visitation cases | i. Paternity cases |
| e. Equitable distribution problems | |

This service also includes the filing of a complaint for divorce, separate maintenance or annulment, and the defense of any marital action instituted against you.

Since there is a potential conflict of interest in representing the covered Participant and his/her eligible spouse, ethics rules promulgated by the courts require that this service and any consultation relating to domestic or marital matters be limited to covered Participants only. If the marital dispute is between two covered Participants, arrangements will be made with counsel from separate law firms for the representation of each of the two participants.

Because of the limitation on coverage under the Plan to "40 hours per matter of representation in domestic or marital matter", and because some such domestic or marital matters are more complex than others, it is possible that your matter will require more legal services than are covered by the Plan. In such a case you will be personally and legally responsible for payment of any fees beyond those covered by the Plan. You will be asked by the Plan attorneys at the outset of their representation for you to consent and agree to such personal responsibility in writing and to sign that document. This will be a legally binding commitment on your part. If the 40-hour limitation on covered services is about to be exceeded you will be notified in writing of this fact by the Plan attorneys. You will have a period of ninety (90) days from such written notice to enter into a fee agreement which may contain a payment plan with the Plan attorneys. If you fail to enter into such an agreement within such timeframe or fail to comply with the payment terms in such an agreement, the Plan attorneys have the right to terminate their services to you and have been directed to cut off any future legal services for you under the Plan.

There shall be no coverage for a non-participant spouse in a domestic or marital matter involving the participant spouse.

4. **Representation in Adoption Proceedings:** You are entitled to full and complete representation in all phases of agency and non-agency adoption proceedings consistent with applicable state statutes.
5. **Personal Injury:** Participants and eligible dependents are entitled to consultation with an attorney in regard to any personal injury matter. This Plan does not cover lawsuits by you as Plaintiff against another person. Additionally, you will be provided with advice and assistance in the processing and collection of any Personal Injury Protection Benefit that you are entitled to as a result of a motor vehicle accident.
6. **Real Estate:** Representation under this benefit involves the review, preparation, and examination of all documents concerning the purchase, sale or transfer of the covered Participant's principal residence. This includes the time of an attorney in representing you at closing.
7. **Landlord / Tenant disputes:** You are entitled to representation in any matter involving claims against you as a tenant up to 15 hours per year of covered representation.
8. **Document Preparation and Review:** This service includes examination and preparation of:
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| a. Contracts for purchase | g. Leases |
| b. Contracts for sale | h. Releases |
| c. Transfers | i. Settlements |
| d. Assignments | j. Review of home improvement documents |
| e. Powers of Attorney | k. Review of retail installment contracts |

- f. Notary service
 - I. Review of warranties of goods and services
9. **Settlement Negotiations:** You are entitled to have an attorney assist you in the negotiation of any covered personal legal problem.
10. **Representation in Personal and Wage Earner Bankruptcy:** In the event of personal financial crisis, a covered Participant is entitled to complete representation in Chapter 13 or 7 bankruptcy proceedings.
11. **Civil Action:** You will be defended in any civil lawsuit brought against you in any court, except as to courts of limited jurisdiction as stated in exclusions and limitations.
12. **Traffic Offenses:** You will be provided with representation in Municipal Court for any charge of driving while under the influence of alcohol or drugs. This service is limited to one (1) use per calendar year per family.
13. **Representation in Criminal or Juvenile Court Matters:** This benefit will provide for representation on all misdemeanors and offenses of the fourth degree (no felonies). In New Jersey this includes representation on all disorderly persons and petty disorderly violations but will exclude high misdemeanors and offenses of the first, second and third degree. This service further provides for representation in Juvenile Court. This service is limited to one (1) criminal and one (1) juvenile matter per family in a calendar year.
14. **Consumer Affairs:** This service will provide for advice and assistance in all phases of consumer affairs including:
- a. Buying and selling of goods
 - b. Breach of warranties
 - c. Problems with service persons
 - d. Credit matters
 - e. Difficulties with banks and finance companies
 - f. Consumer fraud

ETHICAL STANDARDS

The services provided herein shall be provided by the attorneys in accordance with the professional and ethical standards required of attorneys ("Rules of Professional Conduct"). Participants or eligible dependents shall be considered as clients of said attorneys who shall receive no instructions or directions from any person with respect to the manner of representation. The attorney's professional obligation shall be exclusively with such clients. Where required by the Rules of Professional Conduct the attorney representing you may be entitled to withdraw from any matter.

EXCLUSIONS AND LIMITATIONS

Any civil action where the Participant or dependent is bringing an affirmative action as a plaintiff.

Any action involving an Employer who contributes to this Plan, the Local Union or its officers, the attorneys providing service under this Plan, the Legal Services Trust and its Trustees, the Administrator of the Plan, any Employee Benefit Plan of which the employers or the Union is a co-sponsor, or any matter arising out of a collective bargaining agreement and the benefits provided thereunder.

Any matter that would not be considered to be personal legal services under section 120 of the Internal Revenue Service Code and the regulations promulgated thereunder, including but not limited to matters involving individual, commercial, corporate or partnership interests or obligations, business pursuits, profit-making ventures, patents or copyrights.

Out of pocket expenses such as filing fees, court costs, assessments, penalties, deposition costs, fines, witness fees, investigation expenses, formal printing (not copying) costs, long-distance telephone use, title searches, insurance policies, bonds, transfer taxes, settlement fees, survey costs and other expenses not considered covered legal services.

Preparation of Tax Returns

Any matter where an attorney is normally paid by a contingent fee, such as a personal injury or worker's compensation case, or where the fee is provided by statute or by order of the Court from a fund sub judice.

Any action, matter or proceeding instituted or started prior to institution of this plan or your eligibility in same.

In guardianship and incompetency proceedings; landlord and tenant matter hours beyond the maximum of fifteen (15) hours in any calendar year. Hours which are personal legal responsibility as set forth above under Domestic or Marital matters; appeal matters; in any civil proceedings under the jurisdiction of the Municipal Court, Small Claims Division; County District Court; District Justice Court, Justice of the Peace Court, District Magistrates Court and Maryland District Court/Civil Section.

For any proceeding where services are available or provided through another plan or other means (example-insurance defense). This does not apply to the criminal area where a voluntary public defender or similar representation is available.

Class action, interventions, Amicus Curiae filings or other matters not involving the personal, immediate and direct interest of the Participant or eligible dependents.

For duplication of services previously claimed and relating to the same cause of action if the matter occurs or arises within (12) months of each other.

Anything not specifically covered in the benefit section of this Plan.

Subrogation: The Trustees shall be subrogated to any counsel fee awarded by a court of competent jurisdiction to a party for any matter covered under the Plan.