

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

LEGAL ACCESS PLANS, INC., dba LEGALEASE

Group Legal Insurance for Employees

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 20____ (“Effective Date”), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), and LEGAL ACCESS PLANS, INC., a California corporation, doing business as LEGALEASE (“Consultant”).

1. Scope of Services. City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services more particularly described in Exhibit “A,” “Scope of Services” (“Services”), attached hereto and incorporated herein by reference, in conjunction with Group Legal Insurance for Employees (“Project”).

2. Term. This Agreement shall be effective on the date first written above and shall remain in effect from December 1, 2025, through December 31, 2028, unless otherwise terminated pursuant to the provisions herein.

2.1 Option to Extend. The Agreement may be extended for up to two (2) additional one-year terms, subject to mutual written agreement of the parties as to compensation.

3. Compensation/Payment. Consultant shall perform the Services under this Agreement payable in accordance with the terms set forth in Exhibit “B.” This is a voluntary, employee-paid benefit. The City does not contribute to the cost of this benefit. Employee premiums are collected through payroll deductions, and the City remits payment to the Consultant accordingly. Consultant has confirmed that the employee rate of SEVENTEEN DOLLARS and FIFTY-FOUR CENTS (\$17.54) per employee per month for the FamilyADVISOR with LegalGUARD Gold Plan will be guaranteed for three (3) years.

4. Notices. Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To City

City of Riverside
Attn: Michelle Vizcarra
3900 Main Street
Riverside, CA 92522

To Consultant

Legal Access Plans, Inc., dba Legalease
Attn: Robert L. Heston, Jr.
5151 San Felipe, Suite 2300
Houston, TX 77056

5. Prevailing Wage. If applicable, Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages

determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

6. **Contract Administration.** A designee of the City will be appointed in writing by the City Manager or Department Director to administer this Agreement on behalf of City and shall be referred to herein as Contract Administrator.

7. **Standard of Performance.** While performing the Services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Metropolitan Southern California Area and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

8. **Personnel.** Consultant shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Consultant recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel listed in Exhibit "C" attached hereto and incorporated herein by this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to City approval.

9. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Consultant acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 12. The Consultant acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

10. **Independent Contractor.** In the performance of this Agreement, Consultant, and Consultant's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Consultant acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Consultant, or to Consultant's employees, subcontractors and agents. Consultant, as an independent contractor, shall be responsible for any and all taxes that apply to Consultant as an employer.

11. Indemnification.

11.1 Design Professional Defined. For purposes of this Agreement, “Design Professional” includes the following:

- A. An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.
- B. An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.
- C. An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.
- D. An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

11.2 Defense Obligation For Design Professional Liability. Consultant agrees, at its cost and expense, to promptly defend the City, and the City’s employees, officers, managers, agents and council members (collectively the “Parties to be Defended”) from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. Consultant will reimburse City for reasonable defense costs for claims arising out of Consultant’s professional negligence based on the percentage of Consultant’s liability. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant’s Services under this Agreement.

11.3 Indemnity For Design Professional Liability. When the law establishes a professional standard of care for Consultant’s services, to the fullest extent permitted by law, Consultant shall indemnify, protect and hold harmless the City and the City’s employees, officers, managers, agents, and Council Members (“Indemnified Parties”) from and against any and all claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fines and penalties, liabilities or losses of any kind or nature whatsoever to the extent the same arise out of,

pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party.

11.4 Defense Obligation For Other Than Design Professional Liability.

Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of the Consultant, or of anyone employed by or working under the Consultant, or 2) any breach of the Agreement by the Consultant. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

11.5 Indemnity For Other Than Design Professional Liability. Except as to

the sole negligence or willful misconduct of the City, Consultant agrees to indemnify, protect and hold harmless the Indemnified Parties from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of the Services, work, activities, operations or duties of the Consultant, or anyone employed by or working under the Consultant or for services rendered to Consultant in the performance of this Agreement, notwithstanding that the City may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Consultant or anyone employed or working under the Consultant.

12. Insurance.

12.1 General Provisions. Prior to the City's execution of this Agreement,

Consultant shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

12.1.1 Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations under Section 11 hereof.

12.1.2 Ratings. Any insurance policy or coverage provided by Consultant or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

12.1.3 Cancellation. The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

12.1.4 Adequacy. The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage as Consultant deems adequate, at Consultant's sole expense.

12.2 Workers' Compensation Insurance. By executing this Agreement, Consultant certifies that Consultant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Consultant shall carry the insurance or provide for self-insurance required by California law to protect said Consultant from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Consultant shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Consultant is self-insured for such coverage, or 2) a certified statement that Consultant has no employees, and acknowledging that if Consultant does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

12.3 Commercial General Liability and Automobile Insurance. Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Consultant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Consultant. The City, and its officers, employees and agents, shall be named as additional insureds under the Consultant's insurance policies.

12.3.1 Consultant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

12.3.2 Consultant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Consultant's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant's employee vehicles, non-Consultant owned vehicles and hired vehicles.

12.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

12.3.4 The insurance policy or policies shall also comply with the following provisions:

- a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-consultants, employees, officers and agents for services performed under this Agreement.
- b. If the policy is written on a claims-made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
- c. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

12.4 Errors and Omissions Insurance. Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of \$1,000,000 to protect the City from claims resulting from the Consultant's activities.

12.5 Subcontractors' Insurance. Consultant shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability.

Upon City's request, Consultant shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

13. **Business Tax.** Consultant understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Consultant agrees that Consultant will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

14. **Time of Essence.** Time is of the essence for each and every provision of this Agreement.

15. **City's Right to Employ Other Consultants.** City reserves the right to employ other Consultants in connection with the Project. If the City is required to employ another consultant to complete Consultant's work, due to the failure of the Consultant to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Consultant.

16. **Accounting Records.** Consultant shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

17. **Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, except as otherwise directed by City's Contract Administrator. Nothing furnished to Consultant which is otherwise known to the Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City.

18. **Ownership of Documents.** All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of City. Consultant shall not release to others information furnished by City without prior express written approval of City.

19. **Copyrights.** Consultant agrees that any work prepared for City which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Consultant assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to City, and agrees to provide all assistance reasonably requested by City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at City's expense

but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

20. **Conflict of Interest.** Consultant, for itself and on behalf of the individuals listed in Exhibit "C," represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Consultant further warrants that neither Consultant, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Consultant will file with the City an affidavit disclosing any such interest.

21. **Solicitation.** Consultant warrants that Consultant has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Consultant only for the value of work Consultant has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Consultant the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

22. **General Compliance With Laws.** Consultant shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of services by Consultant pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Consultant represents and warrants that Consultant has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Consultant further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City of Riverside.

23. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

24. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Consultant and City.

25. **Termination.** City, by notifying Consultant in writing, shall have the right to terminate any or all of Consultant's services and work covered by this Agreement at any time. In the event of such termination, Consultant may submit Consultant's final written statement of the amount of Consultant's services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete, subject to the City's rights under Sections 15 and 26 hereof. In ascertaining the work actually rendered through the

termination date, City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to City.

25.1 Other than as stated below, City shall give Consultant thirty (30) days' prior written notice prior to termination.

25.2 City may terminate this Agreement upon fifteen (15) days' written notice to Consultant, in the event:

25.2.1 Consultant substantially fails to perform or materially breaches the Agreement; or

25.2.2 City decides to abandon or postpone the Project.

26. **Offsets.** Consultant acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which Consultant owes or may owe to the City, City reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

27. **Successors and Assigns.** This Agreement shall be binding upon City and its successors and assigns, and upon Consultant and its permitted successors and assigns, and shall not be assigned by Consultant, either in whole or in part, except as otherwise provided in paragraph 9 of this Agreement.

28. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court, County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that each party will bear their own attorney's fees and costs.

29. **Nondiscrimination.** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Consultant agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

30. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared

invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

31. Authority. The individuals executing this Agreement and the instruments referenced herein on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions hereof and thereof.

32. Entire Agreement. This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

33. Digital and Counterpart Signatures. Each party to this Agreement intends and agrees to the use of digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for purposes of validity, enforceability, and admissibility. For purposes of this section, a “digital signature” is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of “electronic signature” as defined in subdivision (h) of Section 1633.2 of the Civil Code. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.

34. Interpretation. City and Consultant acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

34.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise.

34.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

34.3 In the event of a conflict between the body of this Agreement and Exhibit “A” - Scope of Services hereto, the terms contained in Exhibit “A” shall be controlling.

35. **Exhibits.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

Exhibit "A" - Scope of Services

Exhibit "B" - Compensation

Exhibit "C" - Key Personnel

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, City and Consultant have caused this Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California charter city and municipal corporation

LEGAL ACCESS PLANS, INC., a California corporation, doing business as LEGALEASE

By: _____
City Manager

By: Robert L. Heston, Jr.
Robert L. Heston, Jr. (Oct 29, 2025 15:29:14 CDT)
Print Name: Robert L. Heston, Jr.
Title: President and Chief Executive Officer
(Signature of Board Chair, President, or Vice President)

Attest: _____
City Clerk

and

Certified as to Availability of Funds:

By: Robert Heston
Robert Heston (Nov 4, 2025 15:35:53 CST)
Print Name: Robert L. Heston, Jr.
Title: Secretary
(Signature of Secretary, Assistant Secretary, CFO, Treasurer, or Assistant Treasurer)

By: Jack Liu
Chief Financial Officer

Approved as to Form:

By: Jack Liu
Assistant City Attorney

EXHIBIT “A”

SCOPE OF SERVICES

EXHIBIT A

Scope of Services

1. The Employee Group Legal Plan should include the following Services:
 - A. Coverage for the employee and the employee's eligible dependents, which includes the spouse, dependent children under 26 and parents.
 - B. A website which includes information on accessing plan benefits and allows for electronic enrollment into the selected Plan.
 - C. Telephone legal advice. Toll-free telephone advice on how the law relates to the Plan member's personal legal matter and which action may be taken. Follow-up correspondence and telephone calls to third parties related to a Plan member's personal legal matter. The telephone consultation service should provide access to legal professionals via a toll-free number during the hours of 8:00 a.m. to 5:00 p.m PST, Monday through Friday. Telephone consultation cannot be used for legal matters that are specifically excluded from the Plan (e.g., the employee could not use the plan for phone consultation regarding a grievance he/she had filed against the City).
 - D. Assistance and preparation with the following documents: simple will, Testamentary Trust for minor children, Health Care Powers of Attorney and revocation, Advanced Health Care Directives and Codicils, durable powers of attorney and revocations; Living Wills, childcare authorizations; credit report requests; challenges to denial of credit; bad check notice; credit card inquiry; promissory notes and affidavits related to a Plan member's personal property; bills of sale related to insured's principal residence (excludes real estate), contractor issues, etc.;
 - E. Review of documents: Review of legal documents up to a predetermined number of pages, excluding those related to trust or real estate property transfers (no limit on number of pages)
 - F. Follow up by Company to employee on their customer experience.
 - G. The Plan must provide for in-office consultation with an attorney for the core benefits listed below with law firms in the geographic area within and surrounding the City of Riverside. Each of the benefits listed below (Items i – xii) must be available at least once per policy year per individual or per family unit in the aggregate unless otherwise noted (e.g., services can be received during the year for one misdemeanor, one divorce, one trial, or if under will and estate planning four claims per unit, etc.).
 - i. Family Law
 - a. Divorce, Legal Separation, or Annulment (Petitioner or Defendant)

- b. Court Adoption Proceedings
- c. Domestic Violence (Restraining Order)
- d. Establishment of Guardianship/Conservatorship
- e. Name Change Proceedings

ii. Traffic and Criminal Matters

- a. Expungement
- b. Felony Matters
- c. Habeas Corpus
- d. Juvenile Matters
- e. Misdemeanor Matters
- f. DUI Defense
- g. Traffic Ticket Defense
- h. Restoration of Driving Privileges

iii. Debt Matters

- a. Debt Collection Defense
- b. Financial Counselling, Debt management and Debt consolidation advice/ assistance
- c. Budgeting assistance and credit improvement services

iv. Consumer Protection

- a. Auto Repair
- b. Buying a new or used automobile
- c. Car Dealership Disputes
- d. Personal Property Protection
- e. Consumer Fraud
- f. Consumer Protection for Good and Services
- g. Insurance Disputes (home, auto, long-term care)
- h. Identity Theft Defense, Recover from ID theft

v. Bankruptcy

- a. Personal Bankruptcy
- b. Chapter 13 and 7

vi. Wills and Estate Planning

- a. Trusts
- b. Wills
- c. Powers of Attorney
- d. Codicils

- vii. Defense of Civil Damages
 - viii. Personal Injury
 - ix. Tax Matters
 - a. Tax planning including consultation on federal and state personal income taxes
 - b. Assistance with tax audits
 - x. Immigration Assistance
 - xi. Elder Law Matters
 - xii. Real Estate Matters Pertaining to Enrollee's Primary Address
- H. Annual attendance and/or presentation at the City's annual Spring Health and Wellness Fair (one event per year) and at annual Fall Open Enrollment events (typically about five sessions).
- I. Special accommodation when a disabled City employee needs special assistance, such as written materials translated into Braille, large print or other non-print mediums, a qualified interpreter or TTY (toll-free), including translation services for non-English speaking callers, the Company will work with the City to provide these accommodations.
2. The Plan will NOT provide coverage for services in connection with:
- A. Legal actions involving the City (as either plaintiff or defendant), any of its agencies or departments, any of its insurers, or any of the labor organizations associated with the City or otherwise related to the enrollee's employment;
 - B. Services to a spouse or dependent against the interest of the enrolled employee.
 - C. Services performed by an attorney who is related to the enrollee.
 - D. Legal actions against the City's Group Legal Services Insurance Plan carrier for matters related to the administration of the Plan or any other City Plan, plan carrier, or administrative subcontractor (e.g., consultant, third-party administrator).
 - E. Judicial appeal, class action, intervention and amicus curiae fillings.
 - F. Legal proceedings which began prior to being covered under the group legal service plan.
 - G. Legal services regarding any matter arising out of the enrollee's occupation,

profession, business interest, business transactions, business pursuits, partnership or corporation.

- H. Worker's compensation and unemployment compensation.
- I. Fines, title insurance costs, subpoenas, assessments, filing fees, reporter's fees, court costs, penalties, expert witness fees, and other related expenses (e.g., travel expenses, accommodation expenses, and meal expenses).
- J. Legal services provided outside of the United States.
- K. Patent, trademark, and copyright matters, when it pertains to the City;
- L. Farm and business matters, including rental issues, when it pertains to the City;
- M. Legal actions against the City's interest or public policy.

3. Communications, to include the following:

- A. Management Summary Report: A quarterly report must be delivered in duplicate to the Human Resources Director and/or designee no later than thirty (30) days after the end of each quarter containing the following information:
 - i. Data regarding the number of employees/dependents referred and/or voluntarily seeking services and the types of issues for which employees/dependents are receiving advice; and,
 - ii. Any other information that confidentiality laws permit and would be useful in resolving or anticipating employee relations problems and concerns.
 - iii. As a condition of award of this contract, and a continuing servicing requirement of this Contract, the City requires that the selected vendor provide semi-annual reports (or at the discretion of the City), a comprehensive utilization report to include information on active employees and dependents; the enrollee count, type of legal services/benefits utilized and percentage of utilization.

B. Services Manual: A detailed description of services offered.

- 4. Forms and Materials: The selected firm must provide all forms, posters, brochures, mailers, and cover all printing and mailing costs. The City reserves the right to review all printed materials prior to their distribution. All reports, enrollment materials, and marketing support must be provided at no cost to the City, including mailing costs associated with marketing efforts.
- 5. Program Implementation: The City's chosen vendor, working with the Human Resources Department, will submit a written plan for implementation that addresses the following areas:

- A. Policy Statement, including administrative and management approach (includes program evaluation, training of staff, usage of methods and techniques to increase utilization)
 - B. Summary of Services, Tools and Resources Provided
 - C. Marketing and Communication Strategy
6. Program Evaluation: The selected vendor will agree to extend its cooperation to the City or its designated representative(s) in periodic evaluations or audits. The time for such audits will be determined by the City of Riverside but will not be scheduled in such a manner that will place an unreasonable hardship on the vendor.

EXHIBIT “B”

COMPENSATION

Plan Pricing and Benefits



Plan Pricing per Employee per Month

| | |
|--|---------|
| The FamilyADVISOR with LegalGUARD Gold Plan (28.5 hours of Divorce): | \$17.54 |
|--|---------|

Composite pricing covers employee and family.

Situs State: California

Covered Family Member Definition:

means the Member's spouse and Member's unmarried dependent children, including stepchildren, legally adopted children, children placed in the home for adoption and foster children, up to age 19, and from age 19 up to 26 years if they are enrolled in an accredited school or college as full-time student(s) and are primarily dependent upon the Member for support.

Plan is available via payroll deduction for benefit eligible employees.

Plan rates are subject to underwriting and your company's actual rate may be different from that quoted here. Rate does not include the cost to do home mailings, and assumes LegalEASE will support company enrollment and file transfers. Rates assume the aforementioned situs state.

Limitations and exclusions apply. This material is for illustrative purposes only and is not a contract. Group legal plans are administered by Legal Access Plans, L.L.C, LegalEASE or The LegalEASE Group, Houston, Texas.

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LegalEASE Family ADVISOR Benefits Matrix

| Advice and Consultation | | In Network |
|---|--|---|
| Telephone Advice | | Fully Covered |
| Advice and consultation by telephone with a Participating Attorney. Services are available during normal business hours. Calls can relate to any personal legal matter, civil or criminal, except those specifically excluded. | | |
| Office Consultation | | Fully Covered |
| Up to the maximum as shown in the Schedule of Benefits for office consultations with a Participating Attorney on any personal legal problem, civil or criminal, except those specifically excluded. | | |
| Review of Simple Documents | | Fully Covered |
| The Participating Attorney will verbally explain the meaning or impact of any form or document, or make suggestions for changes to a form or document being drafted of up to the maximum number of pages as shown in the Schedule of Benefits. This benefit does not include a written analysis of any form or document. | | |
| Discounted Representation | | In Network |
| Discounted Hourly Rates | | 25% Discount |
| This benefit will cover any legal services needed by the Member or Covered Family Member for review or preparation of documents, or any other service required on any legal matters not listed as a covered benefit or exclusion under this Policy. | | |
| Discounted Contingency Fees | | Discounted as Defined |
| <ul style="list-style-type: none"> • When state laws set contingency fees: Lesser of 10% less than state law maximum fee or the Participating Attorney's usual fee. • When state laws do not set contingency fee: Maximum of 29% if settled before trial, 36% if trial is conducted, or 40% after an appellate brief is filed. <p>Contingency rate discount applies in those cases where attorneys customarily take a case on a contingency fee, (an agreed upon portion of any recovery), depending on the outcome of the case.</p> | | |
| Financial Advisor | | In Network |
| Financial Helpline | | Fully Covered |
| Consultation with legal or financial professionals by toll-free telephone during normal business hours. Calls can relate to investment strategies, debt matters, or any personal financial planning question. | | |
| Elder Law | | In Network |
| Advice and Consultation | | Fully Covered |
| Member/Eligible Parent may receive advice and consultation by toll-free telephone with a Plan Attorney. Services are available during normal business hours. Calls can relate to any personal legal matter, civil or criminal. | | |
| Simple Will | | Fully Covered |
| <p>Each Eligible Parent, as defined above, may receive one Simple Will per year at no charge. Plan Attorney will prepare the document and discuss the legal requirements for executing the Will.</p> <p>Simple Will means the will maker does not have a significant net worth and will not benefit from tax planning, or the estate is not subject to current state or federal estate taxation; the will maker does not own a business that will continue in operation after death; the will maker does not want to put restrictions on what heirs may do with the property; the will maker does not want to leave money to someone in a trust because the person cannot manage his or her own affairs (such as a mentally handicapped child), or does not want the property to be managed by a trustee for a period of time past the child's age of majority, to age 25 or 30, for example; the will maker does not think that someone will challenge the will; and/or the will maker does not want to exclude any lawful dependents.</p> | | |
| Living Will | | Fully Covered |
| <p>Eligible Parents, as defined above, may request one Living Will per year at no charge. Plan Attorney will prepare the document as authorized by state law and discuss the legal requirements for signing the Living Will.</p> <p>A Living Will expresses an individual's wishes as to the use or withdrawal of life support systems.</p> | | |
| Additional Documents | | |
| Healthcare Directive | | \$45 Per Document or \$115 for any 3 or more |
| Financial Power of Attorney | | \$45 Per Document or \$115 for any 3 or more |

LegalEASE Family ADVISOR Benefits Matrix

| <u>Elder Law</u> (continued) | | In Network |
|--|----------------------|---|
| Durable Power of Attorney | | \$45 Per Document or \$115 for any 3 or more |
| Healthcare Durable Power of Attorney | | \$45 Per Document or \$115 for any 3 or more |
| <u>MEDIATION</u> | | In Network |
| Consultation Services | Fully Covered | |
| Members receive one free thirty minute consultation with a licensed mediator every quarter. Topics include: domestic disputes, divorce or child custody proceedings, consumer problems, medical bill, warranties, loan disputes, auto accidents | | |
| Mediation Counseling Assistance | Fully Covered | |
| Assistance is available to assist Members with understanding mediation and alternative dispute resolution. Examples of some topics are; charting projected lawsuit expenses, understanding when mediation might work, managing legal expenses in mediation, educational tools to make an informed decision, and advice on selecting mediator or other options. These services are designed to help Members deal with the increase in resolution pace. | | |
| Discounted Mediation Services | 10% Discount | |
| Member receives a 10% discount on Participating Attorney's normal mediation fees. This includes hourly rates and flat fees. However, this does not apply to contingency fees. | | |
| <u>IDENTITY THEFT PREVENTION/RECOVERY ASSISTANCE</u> | | In Network |
| Advice and Consultation | Fully Covered | |
| Telephone consultations (10 per year) with a Trained Identity Theft Recovery Specialist. | | |
| Personal Recovery Kit | Fully Covered | |
| Recovery Kit designed to walk a victim of identity theft step-by-step through the process of recovery (designed to be utilized in conjunction with the consultations with the Recovery Specialist) | | |
| Recovery Letter preparation | Fully Covered | |
| Letter preparation by plan attorney – a plan attorney will draft the simple affidavits to submit to specific agencies and organizations needed to establish the theft of your identity and prevent further loss of your identity and credit rating. | | |
| Document Review | Fully Covered | |
| Review of necessary recovery legal documents (up to 6 pages each) | | |

LegalEASE LegalGUARD Benefits Matrix

| Miscellaneous Law Office Services | In Network | Out of Network |
|---|--|-----------------------|
| This benefit will cover any legal services needed by the Member or Covered Family Member for review or preparation of documents, or any other service required on any legal matters not listed as a covered benefit or exclusion under this Policy. This benefit is limited to the maximum number of hours shown on the Schedule of Benefits per year. | Fully Covered up to 15 hours with remainder at 25% discount | \$895 |
| Consumer Matters | In Network | Out of Network |
| Document Preparation | | |
| • Simple Deed | Fully Covered | \$65 |
| • Promissory Note | Fully Covered | \$55 |
| • Consumer Dispute Correspondence | Fully Covered | \$55 |
| • Installment Sales Agreement | Fully Covered | \$55 |
| • Simple Affidavit | Fully Covered | \$55 |
| • General Power of Attorney | Fully Covered | \$55 |
| • Lease Agreement – Tenant Only | Fully Covered | \$65 |
| • Time Share Agreement | Fully Covered | \$55 |
| Preparation of any of the following documents: simple deed (excluding those reviewed or prepared under the real estate benefit), promissory note, consumer dispute correspondence, installment sales agreement, general power of attorney, lease agreement (tenant only), time share agreement, and simple affidavit. | | |
| Consumer Dispute | Fully Covered | \$600 |
| Consultation or representation in a dispute relating to consumer goods and services not involving real estate construction, landlord/tenant disputes or renovation. | | |
| Small Claims Court Representation | Fully Covered up to 2 hours with remainder at 25% discount | \$105 |
| Consultation and/or representation for a consumer dispute filed in small claims court. (Attorney may not be permitted to attend court hearings in some jurisdictions). | | |
| Mail Order or Internet Purchase Dispute | Fully Covered up to 5 hours with remainder at 25% discount | \$300 |
| The services of an attorney to review the nature of any mail order or Internet Purchase dispute involving the purchaser prior to the commencement of litigation. This service includes the review or preparation of dispute letters, any purchase documents and/or consultation with the attorney. If litigation is commenced in this matter, the benefit will cover up to the maximum shown on the Schedule of Benefits. | | |
| Bank Fee Dispute | Fully Covered up to 5 hours with remainder at 25% discount | \$300 |
| The services of an attorney to review the nature of any (non-business related) bank fee dispute between the Member and their bank prior to the commencement of litigation. This service includes the review or preparation of dispute letters, any purchase documents and/or consultation with the attorney. If litigation is commenced in this matter, the benefit will cover up to the maximum shown on the Schedule of Benefits. | | |
| First-time Vehicle Buyer | Fully Covered up to 5 hours with remainder at 25% discount | \$300 |
| The services of an attorney for the purchase of a Member's and/or Covered Family Member's first vehicle. This service includes the review or preparation of purchase and finance documents and/or consultation by the attorney at or before closing. Must be the first vehicle purchase of either the Member or Covered Family Member. | | |

LegalEASE LegalGUARD Benefits Matrix

| <u>Consumer Matters (cont.)</u> | In Network | Out of Network |
|---|---|-----------------------|
| Vehicle Repair and Lemon Law Litigation | Fully Covered up to 5 hours with remainder at 25% discount | \$300 |
| <p>Services related to the representation of a Member and/or Covered Family Member who is entitled under the applicable state "lemon" law to bring a civil lawsuit (non-business related), up to and including the trial thereof related to a defective car as defined in the applicable state law. This benefit does not include: (1) any lawsuit related to finances or defects that do not specifically fall under the definitions permitted in the applicable state lemon law; (2) lawsuits normally handled on a contingent fee basis; (3) any collection or related defense or action; or (4) matters for which the Member has or is required by law to have insurance.</p> | | |
| Cell Phone Contract Dispute | | |
| ● Contract review up to 6 pages | Fully Covered up to 5 hours with remainder at 25% discount | \$300 |
| <p>Review of the cell phone contract where the Participating Attorney will verbally explain the meaning or impact of any form or document, or make suggestions for changes to a form or document being drafted of up to maximum number of pages shown on the Schedule of Benefits.</p> | | |
| ● Representation | Fully Covered up to 5 hours with remainder at 25% discount | \$300 |
| <p>In the event of a dispute over the terms of the agreement between the cell phone company and the Member or any Covered Family Member, this benefit provides representation in a dispute relating to the cell phone contract if the Member/Covered Family Member is sued or named in a small claims court action. This service covers counseling on prosecuting a small claims court action; helping the Member/Covered Family Member prepare documents; advising on evidence, documentation and witnesses; and preparing the Member/Covered Family Member for trial. The service does not include the Participating Attorney's attendance or representation at a small claims trial, collection activities after a judgment or any services relating to post-judgment actions.</p> | | |
| Warranty Dispute | | |
| ● Warranty review up to 6 pages | Fully Covered up to 5 hours with remainder at 25% discount | \$300 |
| <p>Review of the warranty policy or service contract where the Participating Attorney will verbally explain the meaning or impact of any form or document, or make suggestions for changes to a form or document being drafted up to the maximum number of pages shown on the Schedule of Benefits.</p> | | |
| ● Representation | Fully Covered up to 5 hours with remainder at 25% discount | \$300 |
| <p>In the event of a dispute over the terms of the agreement between the warranty company and the Member or Covered Family Member, this benefit provides representation in a dispute relating to the warranty or service contract if the Member or Covered Family Member is sued or named in a small claims court action. This service covers counseling on prosecuting a small claims court action; helping the Member/Covered Family Member prepare documents; advising on evidence, documentation and witnesses; and preparing the Member/Covered Family Member for trial. The service does not include the Participating Attorney's attendance or representation at a small claims trial, collection activities after a judgment or any services relating to post-judgment actions.</p> | | |

LegalEASE LegalGUARD Benefits Matrix

|  <u>Consumer Matters (cont.)</u> | In Network | Out of Network |
|---|---|-----------------------|
| Healthcare Coverage Disputes and Records | | |
| ● Office Consultation | Fully Covered up to 5 hours with remainder at 25% discount | \$300 |
| Up to the maximum as shown in the Schedule of Benefits for office consultations with a Participating Attorney on any Healthcare Coverage dispute, civil or criminal, even where a Member has Healthcare Coverage under another policy outside this Policy. For a definition of Healthcare Coverage, please see definitions in this policy. | | |
| ● Document Preparation | Fully Covered up to 5 hours with remainder at 25% discount | \$300 |
| This benefit is designed to help Members and/or Covered Family Members understand new healthcare law provisions and coverages based on the federal and/or state version of this law AAPACA, and to prepare a bona fide defense to any denials in coverage valued at more than \$1,000.00 in covered medical services under the policy in dispute. This benefit is not intended to provide representation in litigation and does not include collection defense or other actions related to medical bills or payments. | | |
| ● Document Review | Fully Covered up to 5 hours with remainder at 25% discount | \$300 |
| This benefit also includes the review of simple healthcare policy coverage documents and the Participating Attorney will verbally explain the meaning or impact of any policy or related document, or make suggestions for dispute letters or documents being drafted of up to the maximum number of pages as shown in the Schedule of Benefits. This benefit does not include a written analysis of any form or document but does include the preparation of any of the following documents up to the maximum number of pages shown on the Schedule of Benefits: policyholder dispute correspondence, and simple affidavit. Partial documents cannot be reviewed or prepared and if the document other than the actual Healthcare Coverage policy is more than the maximum number of pages shown in the Schedule of Benefits the benefit does not apply. | | |
| Identity Theft Defense | Fully Covered | \$850 |
| Services related to the representation of a Member and/or Covered Family Member 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. | | |
|  Estate Planning | In Network | Out of Network |
| Simple Will or Codicil | Fully Covered | \$80 |
| Preparation of one simple will or codicil (an amendment to an existing will) for the Member and/or Covered Family Member, including the preparation of a simple testamentary support trust for the dependent children: Participating Attorney shall prepare a simple will or codicil for Member and/or Covered Family Member and discuss the legal requirements for signing the will. A simple will or codicil may be prepared for Covered Family Member at an additional cost as shown in the Schedule of Benefits. | | |
| Living Will and/or Health Care Power of Attorney | Fully Covered | \$55 |
| Preparation of living will and/or health care power of attorney for Member and/or Covered Family Member as authorized by state law. A living will expresses an individual's wishes as to the use or withdrawal of life support systems. A health care power of attorney appoints another to make medical decisions if the individual is unable to do so him/her self. | | |

LegalEASE LegalGUARD Benefits Matrix

| <u>Estate Planning (cont.)</u> | | In Network | Out of Network |
|---|--|---|-----------------------|
| Living Trust Document | | Fully Covered | \$310 |
| Preparation of living trust documents. This benefit does not include services related to transactions to fund the trust or transfer assets into it. This benefit does not include tax planning or tax advice related to the trust or the Member's situation before and after the trust is prepared. | | | |
| Probate of Small Estate | | Fully Covered up to 2 hours with remainder at 25% discount | \$120 |
| The service of an attorney for the probate of a small estate (an estate that is not subject to current state or federal estate taxation) up to the maximum as shown in Schedule of Benefits. | | | |
| <u>Residential Matters</u> | | In Network | Out of Network |
| Purchase of Primary Residence | | Fully Covered | \$500 |
| The services of an attorney for the purchase of a Member's primary residence (where Member has resided or intends to reside for twenty-seven (27) weeks or more per year). This service includes the review or preparation of closing documents and/or attendance by the Member's attorney at closing in situations when it is customary to do so. This benefit does not include services performed by or for a title company, or for an attorney acting on behalf of a lending institution. Home equity loans and the purchase of unimproved or rental properties are not included. | | | |
| Sale of Primary Residence | | Fully Covered | \$365 |
| The services of an attorney for the sale of a Member's primary residence (where Member has resided or intends to reside for twenty-seven (27) weeks or more per year). This service includes the review or preparation of closing documents and/or attendance by the Member's attorney at closing in situations when it is customary to do so. This benefit does not include services performed by or for a title company, or for an attorney acting on behalf of a lending institution. Home equity loans and the sale of unimproved or rental properties are not included. | | | |
| Refinancing of Primary Residence | | Fully Covered | \$385 |
| The services of an attorney for the refinancing of a Member's primary residence (where Member has resided or intends to reside for twenty-seven (27) weeks or more per year). This service includes the review or preparation of closing documents and/or attendance by the Member's attorney at closing in situations when it is customary to do so. This benefit does not include services performed by or for a title company, or for an attorney acting on behalf of a lending institution. Home equity loans and the sale or purchase of unimproved or rental properties are not included. | | | |
| Vacation or Investment Home Sale/Purchase/Refinancing | | Fully Covered | \$425 |
| The services of an attorney for the purchase, sale, or refinancing of a Member's vacation or investment residence (where Member has not resided or does not intend to reside for twenty-seven (27) weeks or more per year). This service includes the review or preparation of closing documents and/or attendance by the attorney at closing in situations when it is customary to do so. This benefit does not include services performed by or for a title company, or for an attorney acting on behalf of a lending institution. Home equity loans and the sale or purchase of unimproved properties are not included. | | | |
| Tenant Dispute | | Fully Covered | \$1,700 |
| Representation of the Member and/or Covered Family Member as a tenant in a dispute with his/her landlord. | | | |
| Tenant Security Deposit Dispute | | Fully Covered | \$850 |
| The services of an attorney to assist the Member as a tenant in recovering a security deposit from the Member's residential landlord for the Member's primary residence; reviewing the lease and other relevant documents; and preparing a demand letter to the landlord for the return of the deposit. This benefit covers preparation for prosecuting a small claims action; helping prepare documents; advising on evidence, documentation and witness; and preparing the Member for the small claims trial. The service does not include the Participating Attorney's attendance or representation at the small claims trial, collection activities after a judgment or any services relating to post-judgment actions. | | | |

LegalEASE LegalGUARD Benefits Matrix

|  <u>Residential Matters (cont.)</u> | In Network | Out of Network |
|--|--|-----------------------|
| Landlord Dispute with Tenant | Fully Covered up to 10 hours with remainder at 25% discount | \$595 |
| This benefit covers the Member where he/she is a landlord, but where the regular business or livelihood of the Member is that other than a landlord, for matters involving evictions, leases, or disputes with a residential tenant. The service includes advice and representation if a lawsuit is filed up to the maximum shown on the Schedule of Benefits. It does not include representation for a tenant in disputes with other tenants. If a lawsuit must be brought by the landlord, representation will be provided up to the maximum shown in the Schedule of Benefits and the Member will be responsible for paying all fees for any additional services required. | | |
| Security Deposit Dispute with Tenant | Fully Covered up to 10 hours with remainder at 25% discount | \$595 |
| This benefit covers the Member where he/she is a landlord, but where the regular business or livelihood of the Member is that other than a landlord, in defending against the recovery of a security deposit from the Member's residential tenant for any residence owned and leased by the Member; reviewing the lease and other relevant documents; and preparing a letter to the tenant specifying what part of the deposit, if any, will not be returned. It also covers assisting the Member in defending a small claims action; helping prepare documents; advising on evidence, documentation and witness; and preparing the Member for the small claims trial. The service does not include the Participating Attorney's attendance or representation at the small claims trial, collection activities after a judgment or any services relating to post-judgment actions. | | |
| Construction Defect Dispute | Fully Covered | \$425 |
| The services of an attorney in a dispute relating to the Member's new home purchased within the past five (5) years up to the maximum shown in the Schedule of Benefits. This benefit includes preparation and assistance for a dispute related to any defect or damage caused by the construction or related to the construction. | | |
| Neighbor Dispute | Fully Covered | \$725 |
| The services of an attorney in a dispute relating to a Member's neighbor up to the maximum shown in the Schedule of Benefits. Advice and/or preparation and assistance for a dispute filed in court is also covered, although representation in small claims court is not covered. | | |
| Noise Reduction Dispute | Fully Covered | \$725 |
| The services of an attorney in a dispute relating to a Member's enjoyment of his/her home, where any activity related to noise affecting the Member's enjoyment of their home is prohibited by federal, state or local law, up to the maximum shown in the Schedule of Benefits. Advice and/or preparation and assistance for a dispute filed in court is also covered, although representation in small claims court is not covered. | | |
|  <u>Financial Matters</u> | In Network | Out of Network |
| Debt Collection Defense | | |
| ● Pre-litigation defense activities | Fully Covered | \$425 |
| ● Trial defense | Fully Covered | \$850 |
| The defense of any dispute involving personal (non-business related) debt. This benefit includes correspondence, negotiating with creditors to arrange a repayment schedule, assistance in limiting harassment by bill collectors, and negotiating settlement after a complaint is filed. This service does not include defense against execution of a court-ordered judgment or efforts to vacate or set aside a judgment. | | |
| Bankruptcy (chapter 7 or 13) | Fully Covered | \$935 |
| Representation on behalf of the Member and/or Covered Family Member for personal (non-business related) bankruptcy protection under Chapter 7 or 13 of the Internal Revenue Code. | | |
| Foreclosure | Fully Covered | \$680 |
| Defense of the Member in an action to foreclose on the Member's primary residence (where Member has resided or intends to reside twenty-seven (27) weeks or more per year.) | | |

LegalEASE LegalGUARD Benefits Matrix

| <u>Financial Matters (cont.)</u> | | In Network | Out of Network |
|---|--|--|-----------------------|
| Tax Audit | | Fully Covered | \$1,700 |
| Includes the services of an attorney (but not accounting services) during a personal (non-business related) tax audit process required by federal and state tax authorities and negotiations relating to it. This benefit does not include a defense against criminal charges nor the defense of civil tax litigation in any tax court. | | | |
| Student Loan Refinancing/Collection Defense | | Fully Covered up to 7 hours with remainder at 25% discount | \$420 |
| <p>The services of an attorney up to the maximum shown in the Schedule of Benefits for a student loan refinancing or collection dispute proceeding. This service covers the Member only, not a Covered Family Member, and/or Covered Family Member when there is an issue regarding a student loan in the name of the Member and/or Covered Family Member. This benefit includes 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, all related to one or more school loans in the name of the Member and/or Covered Family Member up to and including trial if necessary. It does not include vacating a judgment; 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.</p> | | | |
| <u>Family Matters</u> | | In Network | Out of Network |
| Separation, Divorce, Civil Annulment | | | |
| <ul style="list-style-type: none"> ● Uncontested Separation | | Fully Covered up to 10 hours with remainder at 25% discount | \$595 |
| <ul style="list-style-type: none"> ● Consent/default Divorce | | Fully Covered up to 10 hours with remainder at 25% discount | \$595 |
| <ul style="list-style-type: none"> ● Uncontested Divorce | | Fully Covered up to 10 hours with remainder at 25% discount | \$595 |
| <ul style="list-style-type: none"> ● Contested Divorce | | Fully Covered up to 28.5 hours with remainder at 25% discount | \$1,700 |
| <p>Legal representation of the Member only for up to the maximum shown on the Schedule of Benefits in an uncontested separation, divorce, civil annulment, consent or default divorce. An uncontested separation, divorce or civil annulment does not involve significant disputed issues and the parties resolve any issues prior to any court supervised proceeding. A consent or default divorce does not involve any disputed issues and the opposing party is not represented by counsel. The benefit for uncontested matters does not provide any coverage of an attorney's fee for: (1) services in excess of the maximum shown on the Schedule of Benefits; the Member must pay the attorney's fee for services in excess of the maximum; or, (2) contested matters in which case the Member must pay the attorney's fee for services, unless this Policy provides coverage of contested matters and the benefit shall be in accordance with the Schedule of Benefits. This benefit is limited to two uses per year (representation seeking or defending against interim or subsequent-to-decree order shall constitute a separate use) and applies to the Member only and Covered Family Members only for actions not involving the Member as an opposing party.</p> | | | |
| Prenuptial Agreement | | Fully Covered | \$680 |
| <p>This service covers the preparation of an agreement by a Member 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 Member. The fiancé/partner must have separate counsel or must waive representation.</p> | | | |

LegalEASE LegalGUARD Benefits Matrix

|  <u>Family Matters (cont.)</u> | | In Network | Out of Network |
|--|--|--|-----------------------|
| Name Change | | Fully Covered | \$255 |
| Services required to accomplish a legal name change for a Member and/or Covered Family Member. | | | |
| Guardianship/Conservatorship | | Uncontested: Fully Covered | \$300 |
| | | Contested: Fully Covered | \$765 |
| Services required to establish a Member and/or Covered Family Member as the guardian(s) or conservator(s) of a family member of either the Member or Covered Spouse another. This benefit does not include fees for a court-appointed attorney for the child/conservatee. | | | |
| Governmental Agency Adoptions | | Uncontested: Fully Covered | \$300 |
| | | Contested: Fully Covered | \$765 |
| Legal representation for a Member and/or Covered Family Member of up to the maximum shown in the Schedule of Benefits in a governmental agency adoption. An uncontested adoption does not involve significant disputed issues. This benefit does not include: (1) contested termination of parental rights; (2) fees for a court-appointed attorney for the child; or (3) adoption(s) made through any agency other than a governmental agency. A contested adoption requires more than five hours of attorney time and involves disputed issues. If the amount of an attorney's time for uncontested adoption exceeds the maximum shown in the Schedule of Benefits, or if the adoption becomes contested, coverage will terminate and the Member and/or Covered Family Member will be responsible for any additional legal fees. | | | |
| Stepparent Adoptions | | Uncontested: Fully Covered | \$300 |
| | | Contested: Fully Covered | \$765 |
| Legal representation for a Member and/or Covered Family Member of up to the maximum shown in the Schedule of Benefits in a stepparent adoption. An uncontested adoption does not involve significant disputed issues. This benefit does not include: (1) contested termination of parental rights; (2) fees for a court-appointed attorney for the child. A contested adoption requires more than five hours of attorney time and involves disputed issues. If the amount of an attorney's time for uncontested adoption exceeds the maximum shown in the Schedule of Benefits, or if the adoption becomes contested, coverage will terminate and the Member and/or Covered Family Member will be responsible for any additional legal fees. | | | |
| Juvenile Court Proceedings | | Fully Covered | \$470 |
| Services related to the representation of the dependent child of a Member and/or Covered Family Member in any juvenile court proceeding, provided the child's interest is not in conflict with the Member's and/or Covered Family Member's interest. This benefit does not cover any matter that falls outside the jurisdiction of juvenile court or any matter that may be considered a felony. | | | |
| Immigration Assistance | | Fully Covered up to 10 hours with remainder at 25% discount | \$595 |
| This service covers advice and consultation, preparation of affidavits and powers of attorney, review of any immigration documents, and helping the Member prepare for hearings. (This benefit also extends to the Member's Covered Family Members and non-covered family members who are attempting to become US citizens in the manner proscribed by law.) This benefit is limited to proceedings involving one covered immigration applicants per year. | | | |
|  <u>Civil Litigation Defense</u> | | In Network | Out of Network |
| Civil Litigation Defense | | Fully Covered | \$1,700 |
| Services related to the representation of a Member and/or Covered Family Member who is a named defendant in a civil lawsuit (non-business related), up to and including the trial thereof. This benefit does not include: (1) any debt collection or family law matters; (2) lawsuits normally handled on a contingent fee basis; or (3) matters for which the Member/Covered Family Member has or is required by law to have insurance. | | | |
| Incompetency Defense | | Fully Covered | \$1,700 |
| Services related to the representation of a Member in the defense of any incompetency action, including court hearings when there is a proceeding to find the Member incompetent. | | | |

LegalEASE LegalGUARD Benefits Matrix

| <u>Criminal Defense</u> | | In Network | Out of Network |
|---|--|----------------------|-----------------------|
| Traffic Ticket | | Fully Covered | \$215 |
| Services related to the representation of the Member and/or Covered Family Member in defense of any traffic ticket except driving under influence or vehicular homicide, including court hearings, negotiation with the prosecutor, trial, and counseling and preparing Member for self-representation at any hearings if chosen. This benefit does not cover violations related to a commercial driver's license. | | | |
| Serious Traffic Matters (resulting in suspension or revocation of license) | | Fully Covered | \$425 |
| Services related to the representation of a Member and/or Covered Family Member who is charged by governing authorities with moving traffic violation(s) and conviction could result in suspension or revocation of Member's and/or Covered Family Member's drivers' license. This benefit does not cover violations related to a commercial driver's license. | | | |
| Administrative Proceeding (regarding suspension or revocation of license) | | Fully Covered | \$255 |
| Services related to the representation of a Member and/or Covered Family Member in an administrative proceeding relating to the suspension or revocation of driving privileges. This benefit does not cover suspension or revocation of a commercial driver's license. | | | |
| Misdemeanor Defense | | Fully Covered | \$1,700 |
| Defense of a Member and/or Covered Family Member in connection with criminal misdemeanor charges (not associated with any felony charge). | | | |
| <u>Exclusions</u> | | | |
| <p>This Policy excludes benefits for the following:</p> <p>Appellate court proceedings, class actions, interventions, derivative action and amicus curiae filings.</p> <p>The preparation and filing of individual, partnership or estate tax returns, appellate or administrative proceedings related to tax returns, litigation before the U.S. Tax Court, U.S. Court of Claims or any other federal, state or other courts with respect to tax matters.</p> <p>Matters relating to securities, trademark or patent matters; business or commercial interests, including, but not limited to, professional, partnership and/or corporate matters; matters involving the law or laws of jurisdictions other than the United States and its territories except as specifically described under Covered Services; any matters involving a government (domestic or foreign) entity or agency except as specifically described under Covered Services; farm related issues; matters involving commercial or rental property transactions, including the purchase, sale or lease of investment or income-producing property.</p> <p>Legal services that are fully paid for or provided at no cost by any governmental agency, organization or insurance company.</p> <p>Matters that the attorney deems frivolous, spurious, harassing, or unethical (collectively referred to as "frivolous") or otherwise prohibited by the Model Rules of Professional Conduct of the state in which the attorney is licensed.</p> <p>Costs associated with covered legal services, including but not limited to, all fines, court costs, penalties, sanctions, expert witness fees, bonds, bail bonds, attorney fees, exhibits, deposition costs, filing fees, transcripts, postage, telephone, photocopying, recording fees, messengers, judgments, jury fees, court reporter fees, investigative costs and all other incidental and out-of-pocket legal and litigation costs.</p> <p>Any services on behalf of a Covered Family Member against the interests of the Member.</p> <p>Any employment-related matter. This includes, but is not limited to, any dispute involving the Member's employer or its affiliates, their officers or directors, the Member's employee benefit plans, credit unions, programs or arrangements sponsored by an employer, or cases involving workers' compensation, unemployment compensation, sex harassment, age discrimination, etc.</p> <p>Any dispute or proceeding against the following persons or entities, their officers, directors, employees, or agents: any person or entity involved in the sale, marketing, administration or other processes related to this Policy; Legal Plan Administrator or its subsidiaries; Claims Administrator or its subsidiaries; Policyholder; Member's employer; Nationwide Mutual Insurance Company and its parents, subsidiaries or any affiliated or successor company, plan underwriter or reinsurer; Plan Sponsor; or any Participating and/or Non-Participating Attorney, if the dispute or proceeding pertains to services provided under the Policy.</p> <p>The Policy will not provide benefits in connection with pre-existing matters, which includes any matter where the Member and/or Covered Family Member is on notice as to a pending legal dispute or has previously contacted an attorney, except when prior coverage under another Legal Plan provided by the Policyholder can be demonstrated.</p> <p>Where there are specific hours or dollar amounts provide in this Policy, or where a maximum is set under the Managed Case Rules, the Member will be responsible for all attorney fees incurred over the maximum. Additional exclusions related to each benefit are included in the Covered Services.</p> | | | |

EXHIBIT “C”

KEY PERSONNEL

Jim Beideck, Director of Client Development

Katie Cade, Senior Account Manager

Vanessa Virgil, Implementation Manager

Art Kasabian, Senior Vice President, Western Territory