

# BASIC LEGAL PLAN

## Dear Member:

The Member will receive the Services as outlined in this Contract. This is in return for your payment of the membership fee ("Fee" or "Fees," plus applicable taxes) and compliance with the terms and conditions of this Contract. The Services will be provided by lawyers appointed by the Company.

## SECTION I – DEFINITIONS

- A. **Company:** Shall refer to Pailin Law Firm, P.C.
- B. **Contract:** This legal service contract (also referred to as a Secured membership plan, membership contract, or product), including any endorsements or supplements, between the Company and the Member.
- C. **Covered Person:** Shall include:
  - 1. The Member.
- D. **Dependent:** The natural or adopted child of the Member, or Member's Spouse, unless otherwise stated in this Contract.
- E. **Detained:** Being restrained, searched, or deprived of instant freedom by a Law Enforcement Officer.
- F. **Effective Date:** Effective Date is the inception date of the Contract.
- G. **Eligibility Period:** The period that starts on the Effective Date of the Contract and ends on the date the Contract is terminated, cancelled, nonrenewed, or expires.
- H. **Law Enforcement Officer:** Any agent of any federal, state, or local law enforcement agency acting in the course of such person's employment.
- I. **Licensed Motor Vehicle:** A vehicle, which is properly licensed, insured, registered, and inspected. The vehicle's equipment must work properly. A Commercial Vehicle is not included in the definition of a Licensed Motor Vehicle.
- J. **Member:** The person to whom this Contract is issued, who shall be a natural person. The Member must be a citizen or legal resident of the country in which this Contract is issued.
- K. **Member's Spouse:** The legal spouse or the domestic partner of the Member who is cohabitating with the Member.
- L. **Membership Year:** The period starting on the Effective Date of the Contract and ending one (1) year after.

- M. **Pre-existing Events for Motor Vehicle Related Services:** An act or event which results in a citation, ticket, or the filing of a criminal charge where the date of the act or event is prior to the Effective Date of this Contract.
- N. **Pre-existing Events for Trial Defense Services:** An act or event which results in the filing of a civil action where the date of the act or event is prior to the Effective Date of this Contract.
- O. **Services:** The legal services in **Section II – Schedule of Services**, unless not covered or excluded by this Contract.

## **SECTION II – SCHEDULE OF SERVICES**

These Services will be provided by the Pailin Law Firm.

### **CONSULTATION SERVICES**

- A. Phone Calls. A Covered Person may have phone calls for an unlimited number of personal legal matters. Consultations for each personal legal matter are available to the extent the Pailin Law Firm deems it necessary to adequately advise the Covered Person on the personal legal matter.
- B. Legal Research. The Pailin Law Firm may provide up to one (1) hour of legal research concerning each personal legal matter.
- C. Letter or Phone Call. If the Law Firm determines from the phone call with the Covered Person that either a phone call or a letter would be of aid to the Covered Person, then the letter or phone call will be provided. Only one (1) letter or phone call will be provided for each unrelated personal legal matter.

### **DOCUMENT REVIEW SERVICES**

- A. Document Review. The Covered Person may send for review one (1) personal legal document of 15 pages or less. The Covered Person must also be a contracting party. The Covered Person must send only a copy of the document to be reviewed. The Covered Person should keep all originals of the document. The Pailin Law Firm will review the copy and advise the Covered Person. Advice is provided on any areas of concern, the legal implications of those provisions and their compliance with state and federal law.

#### **Document Review Services Exclusions:**

Documents intended to be filed with a governmental entity, such as documents in ongoing court and/or alternative dispute resolution or administrative proceedings, applications for benefits, and appeals of governmental determinations are not covered. Examples of documents that are not covered include, but are not limited to, tax appeals, applications for social security benefits, unemployment or workers compensation benefits, petitions, complaints, and requests or motions for court determination.

- 1. Revisions or amendments to, or negotiations of, the documents reviewed by the Pailin Law Firm are not covered.
- 2. Any matter for which Services are provided under other provisions of this Contract are not covered.

### **ESTATE PLANNING SERVICES**

- A. Durable Power of Attorney. A Covered Person can have a Durable Power of Attorney provided by the Pailin Law Firm. Future updates or additional Powers of Attorney are available under the 10% Discount to the Standard Hourly Rate.
- B. Declaration of Guardian. A Covered Person can have a Declaration of Guardian provided by the Pailin Law Firm. Future updates or additional Declaration of Guardian are available under the 10% Discount to the Standard Hourly Rate.

Execution and storage of the Will, Durable Power of Attorney, and Physician's Directive/Living Will shall be the responsibility of the Covered Person.

**Estate Planning Services Exclusions:**

1. Provisions in the Will regarding planning for estate taxes, distribution of any assets outside of the United States, and trusts (except for in Section A., testamentary children's trust) are not covered.

**FAMILY & DOMESTIC RELATED SERVICES**

- A. Uncontested Name Change. A Covered Person can use this Service from the Pailin Law Firm to obtain an uncontested name change. This includes preparation of the court application and attendance at the initial hearing to obtain the change in name. Preparation of additional documents, including but not limited to, any required notices and/or any official documentation, such as fingerprints and/or background checks or additional court appearances will be provided at a 15% Discount to the Standard Hourly Rate.

If an Uncontested Name Change becomes contested, any further Services will be provided at a 15% Discount to the Standard Hourly Rate.

**Family and Domestic Related Services Exclusions:**

1. Family and Domestic Related Services will not be provided to the Covered Person until the Contract has been active with no lapses for at least 180 consecutive days.
2. Family and Domestic Related Services will not be provided to the Covered Person for proceedings that commenced prior to the Effective Date.

**10% DISCOUNT**

A Covered Person will receive a 10% Discount to the Standard Hourly Rate for personal legal services that are not otherwise provided by this Contract. The 15% Discount is available during the Eligibility Period unless this Contract explicitly states that it is not available. The 15% Discount is not available for contingency fee matters or flat fee arrangements, which may be negotiated at a separate rate with the Pailin Law Firm.

**24/7 EMERGENCY ACCESS**

- A. The Covered Person may receive toll-free phone access to the Pailin Law Firm 24-hours per day. The Covered Person must call this emergency number **713-635-9195** to consult with the Pailin Law Firm only when:
1. The Covered Person is Detained or questioned by a Law Enforcement Officer acting in their official role.
  2. The Covered Person is being Detained or questioned by an agent of a federal, state, or local child welfare agency regarding a minor child in the Covered Person's custody or control, or Dependent of the Covered Person.
  3. The Covered Person is involved in an automobile or motorcycle accident that results in bodily harm or physical injury.
  4. The Covered Person is served with a warrant.

**24/7 Emergency Access Exclusions:**

1. The Covered Person will not receive emergency services for making, posting, obtaining bond, bail, or

other security required for release.

2. Phone access provided is subject to conditions imposed by the detaining or questioning authority, which may prevent a Pailin Law Firm from communicating with the Covered Person on an immediate basis.

### SECTION III – GENERAL PROVISIONS AND EXCLUSIONS

- A. **Adequate and Timely Notice:** The failure by the Covered Person to timely send to the Pailin Law Firm adequate facts, necessary documents, authorizations, or act per the instructions of the Pailin Law Firm shall make any obligation of the Pailin Law Firm to provide the Services for that matter null and void.
- B. **Attorney-Client Contract and Representation:** Any payment of additional costs or payment of a retainer to the Pailin Law Firm to cover reasonable anticipated legal services not covered by the Contract, shall be subject to the terms of an attorney-client contract. This membership agreement is not a party to the attorney-client contract. This attorney-client contract is to be agreed upon by the Covered Person and the Pailin Law Firm prior to the time services are rendered. Any retainer and/or additional costs to be incurred shall be at the sole discretion of the Pailin Law Firm. When applicable, eligibility for receipt of Services under the Contract is contingent upon payment of such retainers and additional costs prior to commencement of legal representation. The Pailin Law Firm has no duty or relationship under this Contract beyond the specified Services.
- C. **Availability of Services:** A Covered Person is entitled to the Services outlined in this Contract only to the extent such Services are available and permitted by the laws of the state having jurisdiction over the legal matter.

**Cancellation or Non-renewal of Contract:** The Company may cancel this Contract for misrepresentation or fraud. The Company may cancel this Contract if the Pailin Law Firm determines that access to and necessary interaction with the Member is severely limited or if the Pailin Law Firm determines that the Member is unable, unwilling, or incapable of accepting or understanding legal advice and Services. If the Company cancels the Contract for any of these reasons, the Member shall be entitled to a pro-rata reimbursement of the Fees paid for this Contract. The Company will provide written notice to the Member of any such cancellation. The Company may cancel this Contract for non-payment of membership fees by providing written notice to the Member 10 days prior to the cancellation date.

The Member may request that this Contract be cancelled at the end of the current Eligibility Period by giving written notice to the Company. If the Member cancels the Contract the Fees paid for this Contract are nonrefundable. After the cancellation, the Contract will remain active through the end of the Eligibility Period.

The Company may, at its option, non-renew this Contract by providing written notice to the Member.

All Services will automatically cease at the end of the Eligibility Period.

- D. **Change of Contract:** No change in the Contract shall be valid until approved by an officer of the Company and added via endorsement or supplement to the Contract. No agent or sales associate has authority to change the Contract or to waive any of its provisions.
- E. **Change in Fees:** The Company reserves the right to change the established Fee for this membership. Changes in the Fee will only take effect after the current payment period has expired. Should the Fee be changed, the Member will be given a written notice.
- F. **Contact Information:** Any correspondence relating to this Contract or to the Company should be sent to Pailin

- G. **Documents:** The Pailin Attorney may require the Covered Person to submit any documents and written authorizations as it may deem necessary or appropriate prior to rendering any legal Services called for pursuant to this Contract.
- H. **Duplication of Coverage:** A Covered Person may not secure Services from the Pailin Law Firm for the same matter under more than one (1) contract and is not entitled to the Services of more than one (1) Pailin Law Firm on the same matter.
- I. **Duty to Report Changes:** Any correspondence relating to this Contract will be sent to the Member using the Member's contact information on file with the Company. The Member shall report to the Company all changes to their contact information within 30 days of a change via the Company Contact Information below. Should you move to a new state, your membership Contract and Pailin Law Firm may switch based on your new state of residence.
- J. **Entire Agreement:** This Contract and the application of the Member shall constitute the entire contract between the parties. All statements, in the absence of fraud, made by the applicant for this Contract shall be deemed representations and not warranties and no such statements shall void the coverage or reduce services after the Contract has been in force for two (2) years after its Effective Date, unless such statement is in a written application attached to this Contract and a statement is material to the risk assumed by the Company.
- K. **Examination Right:** The Member shall have 10 days after delivery to examine the Contract. If the Member is not satisfied with it for any reason, the Member may send written notice requesting the Contract be rescinded and their membership fee refunded. The Member may deliver written notice of rescission of the Contract to the Company or the agent through whom it was bought. The Company will void the Contract from the beginning and the parties shall be in the same position as if this Contract had not been issued.
- L. **Geographical Area of Coverage:** This Contract only provides for Services in the state of Texas.
- M. **General Exclusions:** The following items are specifically excluded from this Contract, are not eligible for the 10% Discount, and shall not be interpreted as included Services under any provision of the Contract:
1. Any matter involving any Covered Person which arises as a result of business matters or interests (regardless of the form of the entity), including but not limited to:
    - a. Ownership, management, or association with a business, partnership, corporate entity, or trust.
  2. Any income producing property or venture regardless of the full-time or part-time nature.
  3. The payment of fines, court costs, filing fees, ad litem fees, penalties, expert witness fees, bonds, bail bonds, and any out-of-pocket expenses.
  4. Any matter involving a person or entity who starts or takes part in a lawsuit against the Company or any of its subsidiaries or affiliates, or any matter involving a person or entity that is named as a defendant or respondent in a lawsuit started by the Company or any of its subsidiaries or affiliates, shall be specifically excluded from receiving any of the Services of this Contract, during the pendency of such lawsuit or until its resolution.
  5. Any matter, issue, consultation, action, proceeding, or dispute between the Covered Person and the Pailin Law Firm or the Covered Person and the Company.
  6. Any matter which the Pailin Law Firm determines is resolved or has been raised an unreasonable number of times without substantial change of circumstance.
  7. Any matters which are covered by any insurance policy or any other legal service plan.
  8. Class actions, amicus curiae filings, or interventions filed in which the Covered Person is a party or potential party are not covered.
  9. Any matters related to Native or First American tribes and tribal governments including but not limited to legal issues before federal, tribal, and/or state courts, administrative bodies, arbitration panels or arbitrators, tribunals and/or hearing panels, judges, or officers.
- P. **Payments of Membership Fees:** Membership Fees for direct payment by the Member to the Company are

\$49.95 monthly.

- Q. **Prevailing Language:** The English language version of this Contract shall be controlling in all respects and shall prevail in case of any inconsistencies with translated versions, if any.
- R. **Pailin Law Firm's Professional Judgment:** It is in the sole discretion of the Pailin Law Firm to determine whether Services requested by a Covered Person pertaining to any matter under this Contract are frivolous or otherwise unmeritorious, including decisions to take any contingency case, appeal any judgment, or appeal any decision. The Pailin Law Firm reserves the right to make independent professional judgments about the provision of any Services under this Contract. The Company will in no way influence or attempt to affect the rendering of professional services by the Pailin Law Firm.
- S. **Reinstatement Procedure:** This Contract may be reinstated at any time within 31-days of cancellation, with full rights and coverages, provided the Member remits to the Company within the 31-day period all Fees necessary to pay the Contract to a current status. The Contract may be reinstated at any time after the 31-day cancellation date provided the Member (i) remits the current membership fees due, (ii) has remitted promptly in the past, (iii) has not previously cancelled his/her membership and requested reinstatement, and (iv) has not, in the past, made unreasonable demands, as determined by the sole discretion of the Company, on the Pailin Attorney for representation. In the event the membership is reinstated after 31-days, the Member shall receive the Contract which is then currently available.
- T. **Relocation to Another State:** Should the Member move to another state, this Contract will terminate.
- U. **Settlement of Disputes:** All disputes or claims relating to the Company; this Contract; any Company products or services; any claims or causes of action between any Covered Person, the Company and any of the Company's officers, directors, employees, or affiliates, whether in tort or contract; shall be settled totally and finally by arbitration according to the Commercial Arbitration Rules of the American Arbitration Association. If agreed upon, the Covered Person and the Company may use other processes to settle the disputes or claims. Any Covered Person that files a claim or counterclaim against the Company or any of its officers, directors, employees, or affiliates may only participate in arbitration on an individual basis and not with any other member or as part of a class action.
- W. **Severability:** If any provision of this Contract is deemed invalid or unenforceable in any respect, such provision shall be, to the extent possible, reformed to make it effective. If any provision is deemed invalid and incapable of being reformed, it shall not change the validity and enforceability of all other provisions of this Contract, which shall remain valid and enforceable.
- X. **Subrogation:** If the Company or Pailin Law Firm makes a payment or provides Services under this Contract and the person to or for whom payment was made or Services provided has a right to recover damages, costs, attorney's fees or other amounts from another person, the Company or Pailin Law Firm shall be subrogated to that right.



James Pailin, Sr.  
Chief Executive Officer