

LOCAL 89
SPECIAL OFFER

DID YOU KNOW the average American needs legal assistance between 2 and 3 times a year.

DID YOU KNOW 87% of American employees do not even have a simple will.

DID YOU KNOW average Americans rarely contact attorneys for assistance due to expense and the lack of a trustworthy legal contact.

The Local law firm of DeCamillis & Mattingly, PLLC, in conjunction with your Local 89 Chapter and President Fred Zuckerman would like to propose the following solution to your legal problems. In exchange for just \$6.00 A MONTH DeCamillis & Mattingly, PLLC will provide the following legal services:

- **FREE Traffic Violation Defense**
- **FREE Consultations**
- **Discounted Criminal Defense**
- **Discounted Will Execution**

**** See the attached contract for specific details.**

TAKE ADVANTAGE OF THIS BENEFIT AND REGISTER TODAY

TEAMSTER LEGAL PLAN OFFER

In conjunction with your Local 89 President, Fred Zuckerman, the law firm of DeCamillis & Mattingly, PLLC, would like to offer the following union benefit:

In exchange for \$6.00 a month, automatically withdrawn from your debit or credit card account, DeCamillis & Mattingly, PLLC will provide the following legal services to you, your spouse and dependent family members at the following rates:

<u>Service</u>	<u>Membership Rate</u>	<u>Standard Rate</u>
Speeding Citations	FREE	\$100
No Insurance Charge	FREE	\$125
Improper Registration Charge	FREE	\$75
Careless Driving Charge	FREE	\$100
Reckless Driving Charge	FREE	\$125
Other Traffic Violations	FREE	\$135
Power of Attorney	\$50	\$200
Basic Will	\$100	\$500
Living Will	\$50	\$200
DUI	\$100 per court appearance	\$300 per court appearance
All other legal matters	Unlimited Free Consultations * See Detailed Description	Rates generally vary

** Note: Standard Rates are provided for comparison purposes only and are based upon an average of our law firm rates.

Simply complete the following enrollment forms and return to Amanda Hartley at DeCamillis & Mattingly, PLLC, 150 South Third Street, Louisville, KY 40202 or Fax (502) 589-2825. If you have any questions or concerns, feel free to contact Amanda at (502) 589-2822. Following enrollment, benefits are automatic.

TEAMSTER LEGAL PLAN CONTRACT

The following describes the terms, benefits and conditions of the Teamster Legal Plan Contract (the "Legal Plan"). The Legal Plan is offered as a union benefit by DeCamillis & Mattingly, PLLC, in conjunction with your Local 89 President Fred Zuckerman.

Plan Inclusions:

1. The Legal Plan provides the individual member with several services free of charge. Under the plan, all speeding citations, no insurance charges, improper registration charges, careless driving charges, reckless driving charges will be handled by DeCamillis & Mattingly, PLLC free of charge.
2. The Legal Plan also offers several basic legal services at a discounted rate. A member of DeCamillis & Mattingly, PLLC will draft a basic will for one hundred dollars (\$100.00), a living will for fifty dollars (\$50.00), a power of attorney for fifty dollars (\$50.00) and emergency medical authorizations for fifty dollars (\$50.00).
3. Additionally, if an individual member is charged with a DUI, a member of DeCamillis & Mattingly, PLLC will handle the matter at a rate of one hundred dollars (\$100.00) per court appearance.
4. As to all other legal matters, DeCamillis & Mattingly, PLLC will provide a free consultation. See below for a full description of the free consultation service.

Consultations:

1. Included in the legal plan is the unlimited ability to contact DeCamillis & Mattingly, PLLC (also referred to herein as "the firm") regarding any legal matter not covered in the specific plan benefits.
2. All initial consultations are free and included in the membership cost.
3. The consultations may be conducted over the telephone or in person depending upon the nature of the legal matter. The manner of consultation is at the sole discretion of the firm.
4. A follow-up telephone call or letter may be included in the membership cost depending upon the nature of the legal matter. Inclusion of a follow-up telephone call or letter is at the sole discretion of the firm.
5. Following the consultation, a member of the firm will attempt to either handle the matter within the firm or contact an outside attorney (also referred to herein as the "referral attorney") to handle the matter and negotiate a discounted rate. **A discounted rate from the referral attorney is not guaranteed by the firm.**
6. Employment of the outside attorney is at the sole discretion of the individual member.
7. During the consultation or shortly thereafter, the firm may refer the plan member to another attorney (also referred to herein as the "referral attorney") for the rendering of specific legal services.
8. **The referral attorney is not an agent of DeCamillis & Mattingly, PLLC.** As used herein, the term agent refers to any and all relationships, including but not limited to, those dictating a legal status, including but not limited to, an employee or independent contractor. DeCamillis & Mattingly, PLLC is in no way liable or responsible for the actions of a referral attorney, including but not limited to, any actions taken regarding the rendering of legal services first obtained through a

consultation with DeCamillis & Mattingly, PLLC. DeCamillis & Mattingly, PLLC shall at no time and in no way control or interfere with the performance of services by a referral attorney. **DeCamillis & Mattingly, PLLC does not guarantee the skill of the referral attorney. Any action or inaction by the referral attorney is not the responsibility of DeCamillis & Mattingly, PLLC.**

9. Despite enrollment in this legal plan, individual members have an unrestricted right to an attorney of their choosing and are not required to use the services of the firm.

Enrollment and Termination:

1. Enrollment is for a one year period (12 months), beginning on the day the attached contract is executed by the individual member and a member of DeCamillis & Mattingly, PLLC.
2. At the end of the initial one year period, the contract will **automatically renew** for a period of one month and will continue to automatically renew on a month to month basis until terminated in the manner described below.
3. At the end of the initial one year period, or at any point thereafter, either party may cancel the contract by providing **written notice** to the other party thirty (30) days in advance of the cancellation.
4. The firm reserves the right to alter enrollment rates following the initial one year period or at any point thereafter. Should the firm choose to alter enrollment rates at the end of the one year period, plan members will be given notice thirty days in advance and the option of renewing the contract at the altered rate.
5. Misuse or misrepresentation in and of any form by a plan member will result in the automatic termination of plan benefits. Such termination is at the sole discretion of DeCamillis & Mattingly, PLLC.
6. By completing the attached contract, providing the requested payment information and returning the attached contract to DeCamillis & Mattingly, PLLC, you are automatically enrolled in the legal plan.

Family Members:

1. Spouses are eligible for plan benefits. However, spousal eligibility ends upon divorce.
2. Children under the age of 18 living in the household of a member of the legal plan are eligible for plan benefits.
3. Adult, unmarried children under the age of twenty five (25) are also eligible for benefits if their primary residence is with the plan member.
4. Individuals and family members claimed as dependent on an individual member's tax return are eligible for plan benefits.
5. All family members eligible for benefits **must be specifically named** on the attached enrollment form in order to receive plan benefits. All family members eligible for plan benefits must individually sign in the space provided below.
6. It is the union member's sole responsibility to contact DeCamillis & Mattingly, PLLC and provide the name(s) of any new family member(s) eligible for plan benefits before the new family member(s) will be eligible for plan benefits.
7. If there is a question about eligibility, the plan member must contact DeCamillis & Mattingly, PLLC directly.

8. DeCamillis & Mattingly, PLLC reserves the right to deny coverage to family members not satisfying the foregoing definitions and categories.
9. DeCamillis & Mattingly, PLLC will discuss legal problems involving other friends and family members but cannot guarantee rates or services.
10. The offering of this legal plan is intended as a union benefit only.

Costs:

1. The “cost” of this legal plan is **\$6.00 a month**.
2. All members will be charged a **one time only enrollment fee of \$13.00** to cover administrative costs.
3. The plan rates cover the administration of attorney services only. The individual member is responsible for the payment of all other fees and/or costs including, but not limited to, the payment of court costs, fees, fines, case expenses and any other costs and/or fees incurred in relation to the legal matter.

Jurisdictions and Violations Covered

1. The DeCamillis & Mattingly, PLLC plan covers speeding and other traffic violations, as described herein, incurred in **Jefferson Co., Bullitt Co. and Oldham Co.** only.
2. If a plan member is charged with a violation occurring in another Kentucky county, DeCamillis & Mattingly, PLLC will attempt to locate a referral attorney to handle the matter at a discounted rate. However, the firm does not guarantee the obtainment of a referral attorney or a discounted rate from a referral attorney.
3. If DeCamillis & Mattingly, PLLC helps the plan member in obtaining a referral attorney, the same terms and conditions regulating referral attorneys detailed above under the heading “Consultations” shall apply, including but not limited to those regarding agency.
4. The DeCamillis & Mattingly, PLLC legal plan covers all traffic **violations. Misdemeanors and/or felonies involving vehicles are not included** in the free legal services.

Other Terms and Information:

1. **Enrollment in the DeCamillis & Mattingly, PLLC legal plan does not create an attorney client relationship.** An attorney client relationship is not created until an individual plan member and the firm mutually and individually agree to such a relationship in regards to a specific legal matter.
2. All information obtained by DeCamillis & Mattingly, PLLC will be kept confidential except as necessary for the administration of this legal plan and except as needed to facilitate the referral of cases. Along with the discretion to disclose information to a referral attorney, the firm is authorized to disclose and provide any related documentation to a referral attorney. Finally, the referral attorney is authorized to disclose information and documentation to DeCamillis & Mattingly, PLLC to the extent that it relates to the case initiated through and with the DeCamillis & Mattingly, PLLC.
3. Please be advised that with every possible cause of action, law suit or legal matter, the law of Kentucky provides a Statute of Limitations. A Statute of Limitations proscribes the amount of time within which a law suit must be filed. If the Statute of

Limitations runs or the amount of time expires, no law suit may be filed. Further, with most legal matters, the law also dictates various deadlines, including but not limited to, those set for court appearances or the filing of responsive motions. It is the individual plan members responsibility to bring legal matters to the attention of DeCamillis & Mattingly, PLLC in time to meet the various legal deadlines. If an individual plan member does not provide DeCamillis & Mattingly, PLLC with the requisite time to meet deadlines, including but not limited to, the statute of limitations, DeCamillis & Mattingly, PLLC shall not be held accountable.

4. For any questions or concerns regarding the aforewritten terms and conditions, please call Amanda Hartley at (502) 589-2822.

**** BY SIGNING THE ENROLLMENT CONTRACT, YOU ARE AGREEING TO THE AFOREMENTIONED TERMS AND CONDITIONS.**

All seeking to enroll in the legal plan must sign and date below.

<hr/>	<hr/>
Primary Legal Plan Member	Date
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Member	Date
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Member	Date
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Member	Date
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Member	Date
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DeCamillis & Mattingly, PLLC	Date

Member Enrollment

In the space below please provide the requested information as to each individual plan member.

1. Primary Union Member:

- a. Name:
- b. Address:
- c. Email Address:
- d. Telephone Number:
- e. Date of Birth:
- f. Social Security Number:
- g. Place of Employment:

2. Dependent 1:

- a. Name:
- b. Relationship to Union Member:
- c. Address:
- d. Email Address:
- e. Telephone Number:
- f. Date of Birth:
- g. Social Security Number:

3. Dependent 2:

- a. Name:
- b. Relationship to Union Member:

- c. Address:**
- d. Email Address:**
- e. Telephone Number:**
- f. Date of Birth:**
- g. Social Security Number:**

4. Dependent 3:

- a. Name:**
- b. Relationship to Union Member:**
- c. Address:**
- d. Email Address:**
- e. Telephone Number:**
- f. Date of Birth:**
- g. Social Security Number:**

5. Dependent 4:

- a. Name:**
- b. Relationship to Union Member:**
- c. Address:**
- d. Email Address:**
- e. Telephone Number:**
- f. Date of Birth:**
- g. Social Security Number:**

6. Dependent 5:

a. Name:

b. Relationship to Union Member:

c. Address:

d. Email Address:

e. Telephone Number:

f. Date of Birth:

g. Social Security Number:

** If you wish to enroll additional dependents in the legal plan, please provide the above requested information as to each member on a separate piece of paper or on the back of this form and attached the additional information to the contract.

Auto-Recurring Credit Payment Authorization Form

Provide the below information and your debit or credit card will be automatically charged in the manner specified. Proof of payment will then be emailed to you and will appear on your statement. The authority you give to charge your account will remain in effect until you notify us in writing to terminate the authorization and provide alternative payment arrangements.

Please complete the information below:

1. You may either pay for enrollment in the DeCamillis & Mattingly, PLLC legal plan on a monthly basis in the amount of \$6.00 a month or on a yearly basis in the amount of \$72.00 a year. Please choose from the below options and fill out the selected portion.

I, _____, authorize DeCamillis & Mattingly, PLLC to charge my debit or credit card in the amount of \$6.00 a month in exchange for enrollment in the DeCamillis & Mattingly, PLLC legal plan.

I, _____, authorize DeCamillis & Mattingly, PLLC to charge my debit or credit card in the amount of \$72.00 a year in exchange for enrollment in the DeCamillis & Mattingly, PLLC legal plan.

2. All plan members will be charged a one time only fee of \$13.00 to cover administrative costs. Please provide permission by filling out the below authorization.

I, _____, authorize DeCamillis & Mattingly, PLLC to charge my debit or credit card in the amount of \$13.00 for payment of the enrollment fee.

3. Credit Card Type: ___ Visa ___ MasterCard ___ American Express

4. Cardholder Name: _____

5. Card Number: _____

6. Exp. Date: _____

7. Card Billing Address: _____

8. Phone: _____

SIGNATURE: _____ DATE: _____

** Please contact Amanda Hartley at (502) 589-2822 with any questions or concerns.