

# STOVALL & ASSOCIATES

## FREE LEGAL PROTECTION PLAN

### 1. TERMS

This plan provides the legal services described herein to a member for twelve (12) months from the date of application within the Nevada Counties of Clark and Nye. Membership renews automatically year-to-year unless terminated as provided herein.

### 2. PREPAID LEGAL SERVICES

A member receives the following legal services in exchange for the price of their membership at no additional cost:

- a. Lawyer consultations: A lawyer consultation to discuss a legal issue or problem with a Nevada licensed attorney, associated with Stovall & Associates.

### 3. DISCOUNTED LEGAL FEES

In addition, a member receives reduced legal fees from Stovall & Associates for legal services other than those prepaid legal services described above. Member discounts are:

- a. Discounted Hourly Attorney Fees

Attorney fees charged to members are reduced by \$100 per hour from the customary hourly rate.

- b. A Simple Will: A simple Will or other documents of the same complexity of a simple Will. Other documents of the same complexity include:

- Homestead Declaration
- Healthcare Directive
- Quit Claim Deed or
- Other Simple Legal Documents

- c. Traffic Tickets: Only traffic tickets in Las Vegas Justice Court, that does not involve a bench warrant, arrest, or mandatory incarceration upon conviction at the reduced price of \$25!

#### 4. **DEFINITIONS**

##### a. Simple Will

A simple will provided under this plan is a will that distributes the assets of the decedent where: 1) the value of the assets do not exceed the minimum threshold for application of the federal death tax; 2) the assets are not titled to a trust or to be transferred to a trust upon death of the member; 3) the member agrees and acknowledges that Stovall & Associates will not provide legal opinions regarding tax consequence of the will; and 4) the member waives on behalf of themselves, their estate and heirs any claims against Stovall & Associates arising from the tax consequence of the simple will.

##### b. Other Documents

At the election of the member, Stovall & Associates may prepare a document other than a simple will on the following conditions: 1) the complexity and time to prepare the document is equivalent to a "simple will" as described herein; 2) Stovall & Associates in its sole discretion agrees to provide the requested document; and 3) the member is responsible for all costs, fees and taxes for the recordation, filing or registration of the document.

Examples of other documents that Stovall & Associates would consider preparing in place of the "simple will" are: 1) Homestead Declaration; 2) Healthcare directive; 3) Quit Claim Deed; or 4) Annual filing of officers and directors with the Secretary of State.

##### c. Traffic Citations

A traffic citation as used herein, means any citation issued to the member for a violation of any state, county or local traffic control law, regulation or ordinance, that does not involve an arrest, a bench warrant, or mandatory incarceration upon conviction.

Examples of excluded traffic citations or cases are: 1) driving under the influence of alcohol or drugs; 2) reckless driving; 3) vehicular manslaughter; or 4) bench warrants or orders to show cause for failure to appear on a traffic citation.

d. Lawyer Consultation

A lawyer consultation, as used herein, means a discussion of a legal issue or problem with a licensed attorney associated with Stovall & Associates.

5. **LIMITATIONS**

a. Document Other than a Simple Will

If a document is prepared for a member, other than a simple will, the member is responsible for the recordation, filing or registration of the document. The member is also responsible for the payment of all costs, fees and taxes related to the recordation, filing or registration of the document.

b. Representation at Traffic Court

Stovall & Associates will appear in traffic court to negotiate a resolution or plea on behalf of the member. Generally, the appearance by Stovall & Associates on behalf of a member results in a reduction of the points reported to the Department of Motor Vehicles and a reduction of the monetary fine. Stovall & Associates does not promise or guarantee that the offense charged, points reported to DMV or monetary fine will be reduced or eliminated. The extent, if any, that a traffic citation can be favorably negotiated depends upon the member's driving history and on the fact surrounding the issuance of the traffic citation. **The member is responsible for payment of any fines, penalties or administration assessments or fees imposed by the court.**

c. Lawyer Consultations

Each lawyer consultation is limited to a new legal issue or problem, not the subject of a prior lawyer consultation with Stovall & Associates. The consulting lawyer is not obligated to provide the member an opinion or solution to their legal question or problem, nor prepare any documents for the member regarding their legal question or problem, nor meet any time limits imposed by law upon the member's legal question or problem. The lawyer consultation described herein are by appointment only and may be conducted by telephone or in person, at the discretion of Stovall & Associates.

The member acknowledges and agrees that the consulting attorney and Stovall & Associates shall not take any action on behalf of the member regarding any legal question or problem discussed during the lawyer consultation, in the absence of a separate written retainer agreement. Legal representation of a member's interest in any legal problem or matter, beyond a lawyer consultation as described herein, must be expressly agreed to by Stovall & Associates and the member must execute a separate written retainer agreement with Stovall & Associates regarding each such legal matter or problem. The member acknowledges and agrees that Stovall & Associates will not provide lawyer consultation or representation to any member when a "conflict of interest" exists between members, sponsoring organizations or clients of Stovall & Associates. A sponsoring organization is any organization that provides this legal protection plan to its members or employees, or collects money from the member to pay for this plan, or promotes the plan on behalf of Stovall & Associates.

e Discounted Hourly Fees

The express terms of the written retainer agreement determines the fees and costs to be charged by Stovall & Associates and paid by the member. The member acknowledges and agrees that the terms of the legal protection plan do not control, define or modify the terms of a written retainer agreement executed by the member and Stovall & Associates. Stovall & Associates reserves the right to, not offer, change or disregard the legal protection plan rates at its discretion and on a case by case basis.

f. Geographic Area

Services to be provided under this plan are limited to the geographic areas of the Nevada counties of Clark and Nye.

6. **PRICE**

The price of membership is set forth in a membership price sheet published by Stovall & Associates. Stovall & Associates reserves the right to change the price of membership at its discretion and without notice.

7. **TERMINATION OF PLAN**

The member acknowledges and agrees that Stovall & Associates' obligation to provide legal services under this plan is satisfied when the member has received any prepaid service having equivalent value of the price paid by the member for the plan. The member acknowledges and agrees that Stovall & Associates may decline to provide any further services to the individual member once services have been provided having equivalent value of the price paid for the membership. The member acknowledges and agrees that Stovall & Associates reserves the right to discontinue or terminate the legal protection plan and at any time and for any reason. The member acknowledges and agrees that Stovall & Associates at its sole discretion, may decline to provide services to any member, terminate a member's participation in the plan or terminate the entire program or plans of all members.

In the event of plan termination, Stovall & Associates shall reimburse to the member the balance of the price paid for membership less the fair value of any prepaid legal services provided to the member prior to termination of the plan.

8. **DISPUTES**

The member agrees that any disputes regarding the terms of this plan shall be submitted in writing to:

Leslie Mark Stovall,  
Esq. c/o Stovall &  
Associates  
2301 Palomino Lane  
Las Vegas, NV 89107.

The member further irrevocably agrees to submit any dispute regarding this plan to binding arbitration under the Uniform Arbitration Act as set forth in Chapter 38 of the Nevada Revised Statute. The member agrees to waive the jurisdiction of any Court except as provided under the Uniform Arbitration Act as set forth in Chapter 38 of the Nevada Revised Statutes. The member shall pay attorney fees and costs to Stovall & Associates as the prevailing party in any dispute arising from this agreement.