

**THE COMPREHENSIVE  
LEGAL PLAN**

SUMMARY PLAN DESCRIPTION



## INTRODUCTION

The Legal Plan was established to provide personal legal services for eligible Company employees, their spouses and dependent children. This summary provides general information about the Plan, who is eligible to receive benefits under the Plan, what those benefits are, how to obtain benefits and what your rights under ERISA are. If you have any questions that are not answered, please contact the Benefits Department.

MetLife Legal Plans, Inc. has been selected to provide for legal plan benefits. The services will be provided through a panel of carefully selected Participating Law Firms. Lawyers in this network are called Plan Attorneys. These arrangements are described in detail in this summary. The actual provisions of the Plan are set out in a written document maintained by your employer. All statements made in this booklet are subject to the provisions and terms of that document, which control in the event of conflict with this summary.

## HOW TO GET LEGAL SERVICES

### Web Site

To use the Legal Plan visit the MetLife Legal Plans' Web Site at [www.legalplans.com](http://www.legalplans.com). Once there, click on the "Members Log in" icon at the top of the page. You will be taken to a secure page that will require you to enter the last four digits of your Social Security Number or Membership Number and Zip Code. After you enter the last four digits of your Social Security Number or Membership Number and Zip Code you will jump to a page that is specific for member services. On this page you can choose the following options:

- How Do I Use the Plan?
- Covered Services
- Attorney Locator
- Obtain Case Number
- Legal documents for Your Parents
- Life Guide
- Self-Help Document / Forms
- Contact Us

### Client Service Center

You may also use the Legal Plan by calling MetLife Legal Plans' Client Service Center at **1-800-821-6400** Monday – Friday 8 a.m. to 8 p.m., Eastern Time. Be prepared to give the last four digits of your Social Security Number or Membership Number and Zip Code. If you are a spouse or an eligible dependent child of an eligible person, you will need the last four digits of your Social Security Number or Membership Number and Zip Code of the employee through whom you are eligible. The Client Service Representative who answers your call will:

- Verify your eligibility for services.
- Make an initial determination of whether and to what extent your case is covered (the Plan Attorney will make the final determination of coverage).
- Give you a Case Number, which is similar to a claim number (you will need a new Case Number for each new case you have).
- Give you the telephone number of the Plan Attorney most convenient to you.
- Answer any questions you have about the Legal Plan.

You then call the Plan Attorney to schedule an appointment at a time convenient to you. Evening and Saturday appointments are available.

If you choose, you may select your own attorney. Also, where there are no Participating Law Firms, you will be asked to select your own attorney. In both of these circumstances, MetLife Legal Plans will reimburse you for these non-Plan attorneys' fees in accordance with a set fee schedule.

For services to be covered, you or your eligible dependents must have obtained a Case Number, retained an attorney and the attorney must begin work on the covered legal matter while you are an eligible member of the legal plan.

## **WHAT SERVICES ARE COVERED**

You and your eligible dependents are entitled to receive certain personal legal services. The available benefits are very comprehensive, but there are limitations and other conditions that must be met. Please take time to read the description of benefits carefully. All benefits are available to you and your spouse and dependents, who are referred to below as Participant(s), unless otherwise noted or you are enrolled in a Single or Employee Only plan.

## **ADVICE AND CONSULTATION**

### **Office Consultation and Telephone Advice**

This service provides the opportunity to discuss with an attorney any personal legal problems that are not specifically excluded. The Plan Attorney will explain the Participant's rights, point out his or her options and recommend a course of action. The Plan Attorney will identify any further coverage available under the Plan, and will undertake representation if the Participant so requests. If representation is covered by the Plan, the Participant will not be charged for the Plan Attorney's services. If representation is recommended, but is not covered by the plan, the Plan Attorney will provide a written fee statement in advance. The Participant may choose whether to retain the Plan Attorney at his or her own expense, seek outside counsel, or do nothing. There are no restrictions on the number of times per year a Participant may use this service; however, for a non-covered matter, this service is not intended to provide the Participant with continuing access to a Plan Attorney in order to seek advice that would allow the Participant to undertake his or her own representation.

## **CONSUMER PROTECTION**

### **Consumer Protection Matters**

This service covers the Participant as a plaintiff, for representation, including trial, in disputes over consumer goods and services where the amount being contested exceeds the small claims court limit in that jurisdiction and is documented in writing. This service does not include disputes over real estate, construction, insurance or collection activities after a judgment.

### **Small Claims Assistance**

This service covers counseling the Participant on prosecuting a small claims action; helping the Participant prepare documents; advising the Participant on evidence, documentation and witnesses; and preparing the Participant for trial. The service does not include the Plan Attorney's attendance or representation at the small claims trial, collection activities after a judgment or any services relating to post-judgment actions.

## **DEBT MATTERS**

### **Debt Collection Defense**

This benefit provides Participants with an attorney's services for 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, up to and including trial if necessary. It includes a motion to vacate a default judgment. It does not include 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.

### **Identity Theft Defense**

This service provides the Participant with consultations with an attorney 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. The defense services include limiting creditor harassment and representation in defense of any action that arises out of the identity theft such as foreclosure, repossession or garnishment, up to and including trial if necessary. The service also provides the Participant with online help and information about identity theft and prevention. It does not include 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.

### **Personal Bankruptcy or Wage Earner Plan**

This service covers the Employee and spouse in pre-bankruptcy planning, the preparation and filing of a personal bankruptcy or Wage Earner petition, and representation at all court hearings and trials. This service is not available if a creditor is affiliated with the Employer, even if the Employee or spouse chooses to reaffirm that specific debt.

### **Tax Audits**

This service covers reviewing tax returns and answering questions the IRS or a state or local taxing authority has concerning the Participant's tax return; negotiating with the agency; advising the Participant on necessary documentation; and attending an IRS or a state or local taxing authority audit. The service does not include prosecuting a claim for the return of overpaid taxes or the preparation of any tax returns

## **DEFENSE OF CIVIL LAWSUITS**

### **Administrative Hearing Representation**

This service covers Participants in defense of civil proceedings before a municipal, county, state or federal administrative board, agency or commission. It includes the hearing before an administrative board or agency over an adverse governmental action. It does not apply where services are available or are being provided by virtue of an insurance policy. It does not include family law matters, post judgment matters or litigation of a job-related incident.

### **Civil Litigation Defense**

This service covers the Participant in defense of an arbitration proceeding or civil proceeding before a municipal, county, state or federal administrative board, agency or commission, or in a trial court of general jurisdiction. It does not apply where services are available or are being provided by virtue of an insurance policy. It does not include family law matters, post judgment matters, matters with criminal penalties or litigation of a job-related incident. Services do not include bringing counterclaims, third party or cross claims.

### **Incompetency Defense**

This service covers the Participant in the defense of any incompetency action, including court hearings when there is a proceeding to find the Participant incompetent.

## **DOCUMENT PREPARATION**

### **Affidavits**

This service covers preparation of any affidavit in which the Participant is the person making the statement.

### **Deeds**

This service covers the preparation of any deed for which the Participant is either the grantor or grantee

### **Demand Letters**

This service covers the preparation of letters that demand money, property or some other property interest of the Participant, except an interest that is an excluded service. It also covers mailing them to the addressee and forwarding and explaining any response to the Participant. Negotiations and representation in litigation are not included.

## **Document Review**

This service covers the review of any personal legal document of the Participant, such as letters, leases or purchase agreements.

## **Mortgages**

This service covers the preparation of any mortgage or deed of trust for which the Participant is the mortgagor. This service does not include documents pertaining to business, commercial or rental property.

## **Promissory Notes**

This service covers the preparation of any promissory note for which the Participant is the payor or payee.

## **IMMIGRATION**

### **Immigration Assistance**

This service covers advice and consultation, preparation of affidavits and powers of attorney, review of any immigration documents and helping the Participant prepare for hearings.

## **FAMILY LAW**

### **Name Change**

This service covers the Participant for all necessary pleadings and court hearings for a legal name change.

### **Prenuptial Agreement**

This service covers the representation of the Employee and includes the negotiation, preparation, review and execution of a prenuptial agreement between the Enrolled Employee 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 Employee. The fiancé/partner must have separate counsel or must waive his or her representation. It does not include subsequent litigation arising out of a prenuptial agreement.

### **Uncontested Adoption**

This service covers all legal services and court work in a State or Federal Court for an uncontested adoption for the Employee and spouse. If an adoption becomes contested, the Employee or spouse must pay all additional legal fees.

### **Uncontested Guardianship or Conservatorship**

This service covers establishing a guardianship or conservatorship over a person and his or her estate when the Plan Member or spouse is appointed as guardian or conservator. It includes obtaining a guardianship or conservatorship, gathering any necessary medical evidence, preparing the paperwork, attending the hearing and preparing the initial accounting. This service does not include representation of the person over whom guardianship or conservatorship is sought, or any annual accountings after the initial accounting or terminating the guardianship or conservatorship once it has been established

## **PERSONAL INJURY**

### **Personal Injury (25% Network Maximum)**

Subject to applicable law and court rules, Plan Attorneys will handle personal injury matters (where the Participant is the plaintiff) at a maximum fee of 25% of the gross award. It is the Participant's responsibility to pay this fee and all costs.

## **REAL ESTATE MATTERS**

### **Eviction and Tenant Problems (Primary Residence – Tenant Only)**

This service covers the Participant as a tenant for matters involving leases, security deposits or disputes with a residential landlord. The service includes eviction defense, up to and including trial. It does not include representation in disputes with other tenants or as a plaintiff in a lawsuit against the landlord, including an action for return of a security deposit.

### **Security Deposit Assistance (Primary Residence – Tenant Only)**

This service covers counseling the Participant as a tenant in recovering a security deposit from the Participant's residential landlord for Participant's primary residence, reviewing the lease and other relevant documents; and preparing a demand letter to the landlord for the return of the deposit. It also covers assisting the Participant in prosecuting a small claims action; helping prepare documents; advising on evidence, documentation and witnesses; and preparing the Participant for the small claims trial. The service does not include the Plan Attorney's attendance or representation at the small claims trial, collection activities after a judgment or any services relating to post-judgment actions.

### **Refinancing of Home (Primary Residence)**

This service covers the review or preparation, by an attorney representing the Participant, of all relevant documents (including the mortgage and deed, and documents pertaining to title, insurance, recordation and taxation), which are involved in refinancing of or in obtaining a home equity loan on a Participant's primary residence. This benefit includes obtaining a permanent mortgage on a newly constructed home. It does not include services provided by any attorney representing a lending institution or title company. The benefit does not include the refinancing of a second home, vacation property, rental property or property held for business or investment.

### **Home Equity Loans (Primary Residence)**

This service covers the review or preparation of a home equity loan on the Participant's primary residence.

### **Sale or Purchase of Home (Primary Residence)**

This service covers the review or preparation, by an attorney representing the Participant, of all relevant documents (including the construction documents for a new home, the purchase agreement, mortgage and deed, and documents pertaining to title, insurance, recordation and taxation), which are involved in the purchase or sale of a Participant's primary residence or of a vacant property to be used for building a primary residence. The benefit also includes attendance of an attorney at closing. It does not include services provided by any attorney representing a lending institution or title company. The benefit does not include the sale or purchase of a second home, vacation property, rental property, property held for business or investment or leases with an option to buy.

## **TRAFFIC AND CRIMINAL MATTERS**

### **Juvenile Court Defense**

This service covers the defense of an Employee and Employee's dependent child in any juvenile court matter, provided there is no conflict of interest between the Employee and child. When a conflict exists, or where the court requires separate counsel for the child, this service provides an attorney for the Employee only including services for Parental Responsibility.

### **Traffic Ticket Defense (No DUI)**

This service covers representation of the Participant in defense of any traffic ticket except driving under influence or vehicular homicide, including court hearings, negotiation with the prosecutor and trial.

### **Restoration of Driving Privileges**

This service covers the Participant with representation in proceedings to restore the Participant's driving license.

## **WILLS AND ESTATE PLANNING**

## **Living Trusts**

This service covers the preparation of a living trust for the Participant. It does not include tax planning or services associated with funding the trust after it is created.

## **Living Wills**

This service covers the preparation of a living will for the Participant.

## **Powers of Attorney**

This service covers the preparation of any power of attorney when the Participant is granting the power.

## **Probate (10% Network Discount)**

Subject to applicable law and court rules, Plan Attorneys will handle probate matters at a fee 10% less than the Plan Attorney's normal fee. It is the Participant's responsibility to pay this reduced fee and all costs.

## **Wills and Codicils**

This service covers the preparation of a will for the Participant. The creation of any testamentary trust is covered. The benefit includes the preparation of codicils and will amendments. It does not include tax planning.

## **Exclusions**

Excluded services are those legal services that are not provided under the plan. No services, not even a consultation, can be provided for the following matters:

- Employment-related matters, including company or statutory benefits
- Matters involving the employer, MetLife® and affiliates, and plan attorneys
- Matters in which there is a conflict of interest between the employee and spouse or dependents in which case services are excluded for the spouse and dependents
- Appeals and class actions
- Farm and business matters, including rental issues when the Participant is the landlord
- Patent, trademark and copyright matters
- Costs or fines
- Frivolous or unethical matters
- Matters for which an attorney-client relationship exists prior to the Participant becoming eligible for plan benefits

## **ELIGIBILITY**

To be eligible for legal services under The Legal Service Plan, you must have included the Plan in your benefits selection. You are eligible to enroll in the Plan for yourself and, for some cases, your eligible dependents. Eligible dependents include your lawful spouse and your unmarried child (or children) up to the age of 21 provided he or she depends on you for support.

## **ENROLLMENT**

During your employer's annual enrollment period, you can change or update your benefits selection. An eligible employee may choose to join or drop out of the Plan at that time. If you become an eligible employee after the annual enrollment period, you can elect to participate in the Legal Plan by completing your election form within 30 days of employment. The Plan has a minimum participation period of one year, and you must maintain the coverage for the entire year.

## **WHEN COVERAGE BEGINS**

Generally, Plan coverage becomes effective on the date of the following:

- The first day of the month in which your employer has agreed to provide the Plan, (typically January 1), for the elections you made during the previous enrollment period;
- Or
- If you were hired after an enrollment period, the first day of the month after you submitted a properly completed Enrollment Form.

## **WHEN COVERAGE ENDS**

Your ability to receive legal services under the Plan ends if you are no longer an eligible employee or if you choose not to enroll during future annual enrollment periods.

If you cease to be eligible to participate in the plan or your employment with the Company ends, the Plan will cover the legal fees for those covered services that were opened and pending during the period you were enrolled in the plan. Of course, no new matters may be started after you become ineligible.

## **AMENDMENT OR TERMINATION**

While your employer expects to continue to offer participation in the Legal Service Plan, it reserves the right to amend, or terminate the Plan at any time. If the Plan is terminated, all covered services then in process will be handled to their conclusion under the Plan.

## **ADMINISTRATION AND FUNDING**

The Legal Service Plan is provided for and administered through a contract with MetLife Legal Plans, Inc. MetLife Legal Plans makes all determinations regarding attorneys' fees and what constitutes covered services. All contributions collected from employees electing this coverage are paid to MetLife Legal Plans, Inc.

## **COST OF THE PLAN**

You pay the cost of the Plan through after-tax payroll deductions, based on your enrollment choice.

## **PLAN CONFIDENTIALITY, ETHICS AND INDEPENDENT JUDGMENT**

Your use of the Plan and the legal services is confidential. The Plan Attorney will maintain strict confidentiality of the traditional lawyer-client relationship. Your employer will know nothing about your legal problems or the services you use under the Plan. Plan administrators will have access only to limited statistical information needed for orderly administration of the Plan.

No one will interfere with your Plan Attorney's independent exercise of professional judgment when representing you. All attorneys' services provided under the Plan are subject to ethical rules established by the courts for lawyers. The attorney will adhere to the rules of the Plan and he or she will not receive any further instructions, direction or interference from anyone else connected with the Plan. The attorney's obligations are exclusively to you. The attorney's relationship is exclusively with you. MetLife Legal Plans, Inc., or the law firm providing services under the Plan is responsible for all services provided by their attorneys.

You should understand that the Plan has no liability for the conduct of any Plan Attorney. You have the right to file a complaint with the state bar concerning attorney conduct pursuant to the Plan. You have the right to retain at your own expense any attorney authorized to practice law in this state.

Plan attorneys will refuse to provide services if the matter is clearly without merit, frivolous or for the purpose of harassing another person. If you have a complaint about the legal services you have received or the conduct of an attorney, call MetLife Legal Plans at **1-800-821-6400**. Your complaint will be reviewed and you will receive a response within two business days of your call.



You have the right to retain at your own expense any attorney authorized to practice law in the state. You have the right to file a complaint with the state bar concerning attorney conduct pursuant to the plan.

## **OTHER SPECIAL RULES**

In addition to the coverages and exclusions listed, there are certain rules for special situations. Please read this section carefully.

**What if other coverage is available to you?** If you are entitled to receive legal representation provided by any other organization such as an insurance company or government agency, or if you are entitled to legal services under any other legal plan, coverage will not be provided under this Plan. However, if you are eligible for legal aid or Public Defender services, you will still be eligible for benefits under this Plan, so long as you meet the eligibility requirements.

**What if you are involved in a legal dispute with your dependents?** You may need legal help with a problem involving your spouse or your children. In some cases, both you and your child may need an attorney. If it would be improper for one attorney to represent both you and your dependent, only you will be entitled to representation by the plan attorney. Your dependent will not be covered under the Plan.

**What if you are involved in a legal dispute with another employee?** If you or your dependents are involved in a dispute with another eligible employee or that employee's dependents, MetLife Legal Plans will arrange for legal representation with independent and separate counsel for both parties.

**What if the court awards attorneys' fees as part of a settlement?** If you are awarded attorneys' fees as a part of a court settlement, the Plan must be repaid from this award to the extent that it paid the fee for your attorney.

## **DENIAL OF BENEFITS AND APPEAL PROCEDURES**

### **Denials of Eligibility**

MetLife verifies eligibility using information provided by {Company Name}. When you call for services, you will be advised if you are ineligible and MetLife Legal Plans will contact {Company Name} for assistance. If you are not satisfied with the final determination of eligibility, you have the right to a formal review and appeal. Send a letter within 60 days explaining why you believe you are eligible to:

The Jo-Ann Stores LLC  
5555 Darrow Road  
Hudson, OH 44236

Within 30 days, you will be provided with a written explanation.

### **Denials of Coverage**

If you are denied coverage by MetLife Legal Plans or by any Plan Attorney, you may appeal by sending a letter to:

MetLife Legal Plans, Inc.  
Director of Administration  
Eaton Center 1111 Superior Avenue  
Cleveland, Ohio 44114-2507

*(For Florida plans, contact MetLife Legal Plans of Florida, Inc. at the above address)*

The Director will issue MetLife Legal Plans' final determination within 30 days of receiving your letter. This determination will include the reasons for the denial with reference to the specific Plan provisions on which the

denial is based and a description of any additional information that might cause MetLife Legal Plans to reconsider the decision, an explanation of the review procedure and notice of the right to bring a civil action under Section 502(a) of ERISA.

## **YOUR ERISA RIGHTS**

Congress enacted the Employee Retirement Income Security Act (ERISA) to safeguard your interests and those of your beneficiaries under your employee benefit plans. As a participant in The Legal Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:

- Examine, without charge, at the Plan Administrator's office and at other specified locations, all Plan documents, including collective bargaining agreements and copies of all documents filed by the Plan with U.S. Department of Labor such as detailed annual reports and Plan descriptions.
- Obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator. The Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report from the Plan Administrator who is required by law to furnish this to you.

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA. If your claim for a welfare benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Plan review and consider your claim. Under ERISA, there are steps you can take to enforce the above rights. If you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. If you have a claim for benefits, which is denied or ignored, in whole or in part, you may file suit in a state or federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you lose, the court may order you to pay these costs and fees, for example if it finds your claim is frivolous. If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest area office of the Employee Benefits Security Administration, listed in your telephone directory, or at 200 Constitution Avenue, NW, Washington, D.C. 20210 or you can call the publications hotline of the Employee Benefits Security Administration.

## **FOR YOUR INFORMATION:**

<b>Name of Plan:</b>	The Jo-Ann Stores LLC Legal Plan
<b>Plan Sponsor:</b>	Jo-Ann Stores LLC
<b>Type of Plan:</b>	Welfare Benefit Plan for Group Legal Services
<b>Plan Administrator:</b>	Jo-Ann Stores LLC 5555 Darrow Road Hudson, OH 44236

**Agent for Service of Legal Process:** Plan Administrator

**Provider of Benefits:** MetLife Legal Plans, Inc.  
1111 Superior Avenue  
Cleveland, Ohio 44114-2507  
(800) 821-6400  
[www.legalplans.com](http://www.legalplans.com)

**Plan Identification Number:** 010/0725

**Effective Date:** February 1, 2001

**Plan Year:** February - January

**If you are having any concerns about this plan, please call MetLife Legal Plans at 1-800-821-6400. A MetLife Legal Plans representative will help you resolve the issue to your satisfaction.**