

The LegalEASE LegalGUARD Plan

presented by:



Administrative Office: 5151 San Felipe, Suite 2300
Houston, TX 77056 ♦ 888-416-4313

GROUP LEGAL SERVICES CONTRACT

This contract is not an insurance policy

CERTIFICATE OF COVERAGE

CONTRACTHOLDER NAME AND ADDRESS: Waste Management, Inc.
1001 Fannin, Suite 4000
Houston, TX 77002

CONTRACT NO. 1000169

MEMBER: [Member Name]

ADDRESS: [Member Address]
[City, State Zip]

EFFECTIVE DATE: [Member Effective Date]

Coverage begins at 12:01 am Standard Time at the Contractholder's address on the Effective Date listed above.

We have agreed to provide coverage for certain Members of the Contractholder as specified herein, in consideration of the payment of the required fees, and in accordance with the terms, conditions, limitations and exclusions of the Group Contract.

The Group Contract is delivered in Texas, and shall be governed by the laws thereof.

Within 10 days after you receive your Certificate, you may return the Certificate for any reason and all payments made will be refunded. Coverage will then be void from the effective date.

The Group Contract will be administered by The LegalEASE Group.

Schedule of Services

Coverage	<i>Maximum</i>	
	<i>Participating Attorney</i>	<i>Non-Participating Attorney</i>
Criminal Defense		
• Traffic Ticket	Paid in Full	\$215
• Serious Traffic Matters (resulting in suspension or revocation of license)	Paid in Full	\$425
• Administrative Proceeding (regarding suspension or revocation of license)	Paid in Full	\$255

*** Managed Case Rules require the following:**

1. Member and/or Covered Family Member must secure a confirmation letter from the Member Service Center prior to proceeding with an attorney.
2. The attorney must provide a written estimate of fees reflecting his or her best judgment as to the likely conduct of the case.
3. We will set a maximum attorney fee that takes into account the reasonable level of reimbursement of the proceeding and the proposed litigation strategy. Fees as a result of services in excess of the maximum attorney fee are the responsibility of the Member and/or Covered Family Member.

DEFINITIONS

“REIMBURSEMENT ADMINISTRATOR” - means Co-ordinated Benefit Plans L.L.C.; or its subsidiary.

“COVERED FAMILY MEMBER” - 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.

“COVERED SPOUSE” - means the Member’s lawful spouse at the time the contract is in effect.

“EFFECTIVE DATE” - means the date a Member’s coverage hereunder begins.

“CONTRACTHOLDER” - means the organization named in the declarations page.

“LEGAL PLAN ADMINISTRATOR” – the LegalEASE Group, its affiliates, officers, directors, employees, and/or agents, including third party organizations and their affiliates, officers, directors, employees, and/or agents, hired by the LegalEASE Group to perform services under this Certificate of Coverage.

“MEMBER” - refers to the individual who is associated with the Contractholder named on the first page of this Certificate of Coverage and who has paid or a fee has been paid on his/her behalf and who meets the eligibility requirements for Covered Services as defined by the Contractholder.

“MEMBER SERVICE CENTER” - means the service location established to help make full use of the Certificate of Coverage.

“NON-PARTICIPATING ATTORNEY” - means an attorney not retained by Legal Plan Administrator who is selected and paid by the Member to provide services covered under the Legal Services Contract up to the maximum amount as shown in the Schedule of Services.

“PAID IN FULL” - means complete payment to a Participating Attorney for covered legal services.

“PARTICIPATING ATTORNEY” - means an attorney retained by the Legal Plan Administrator to provide covered legal services at the amount shown in the Schedule of Services.

“WE”, “US”, “OUR” AND “COMPANY” - means the name of the plan provider indicated on the first page of the Certificate of Coverage.

In consideration of payment and receipt by Us of the applicable fee, all Covered Services are available to a Member and all Covered Family Members. Except as noted below, the following Covered Services are provided to the Member when the Member uses a Participating Attorney. The Schedule of Services chart shows the reimbursement schedule when the Member uses a Non-Participating Attorney.

Criminal Defense

Traffic Tickets:

Services related to the representation of the Member 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 service is limited to one use per year.

Serious Traffic Matters:

Services related to the representation of a Member 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 service is limited to one use per year.

Administrative Proceeding:

Services related to the representation of a Member or Covered Family Member in an administrative proceeding relating to the suspension or revocation of driving privileges.

This service is limited to one use per year.

OBTAINING SERVICES

Reimbursement for Services

1. Members must call the Member Service Center to confirm eligibility and coverage prior to consulting with any attorney. The Member Service Center will assign a Participating Attorney to provide services relative to the matter. Failure to notify the Member Service Center within thirty (30) days following consultation with an attorney may result in a denial of coverage.
2. To obtain services under the Managed Case Rules:
 - Members and/or Covered Family Member must secure a confirmation letter from the Member Service Center prior to proceeding with an attorney.
 - The attorney must provide a written estimate of fees reflecting his or her best judgment as to the likely conduct of the case.
 - We will set a maximum attorney fee that takes into account the reasonable level of reimbursement for the proceeding and the proposed litigation strategy. Fees as a result of services in excess of the maximum attorney fee are the responsibility of the Member and/or Covered Family Member.
3. Members actively receiving services under this Legal Services Contract must remain enrolled and continue to pay fees hereunder. All services will be subject to subrogation and coordination of benefit rules.

4. Upon completion of a Covered Service, the Member and/or Covered Family Member will be required by the Participating Attorney to sign a confirmation of completion. Failure to sign the confirmation may result in denial of the reimbursement and the Member/ Covered Family Member will be responsible for all legal fees.
5. If the Member and/or Covered Family Member pays for pre-authorized services provided by a Non-Participating Attorney, the Member must submit a reimbursement form (provided by Member Service Center) accompanied by an original itemized bill, proof of payment and supporting documentation sufficient to demonstrate the work completed in the matter within sixty (60) days after incurring the legal fees. Services provided to the Member and/or Covered Family Member for Covered Services are subject to the maximum as shown in the Schedule of Services.

Disputes Between Member and Covered Family Member

In the event that the Member and one of the Covered Family Members are involved as adversaries in a dispute that is a Covered Service, only the Member will be covered.

If two or more Covered Family Members are involved in a dispute that is otherwise covered, no coverage will be provided.

If two Members are involved as adversaries in a dispute that is a Covered Service, separate coverage for each Member will be provided.

EXCLUSIONS

The following services are excluded:

Appellate court proceedings, class actions, interventions, derivative action and amicus curiae filings.

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.

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 and Canada 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. A two-family house, whether or not used by the Member as his or her primary residence, is deemed an investment or income-producing property.

Legal services that are fully paid for or provided at no cost by any governmental agency, organization or insurance company.

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.

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.

Any services on behalf of a Covered Family Member against the interests of the Member.

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.] This provision does not apply to exclude certain employment-related legal issues where either the employer or employee purchases limited coverage provided in this Certificate of Coverage and described under Covered Services or as an attachment

thereto that will provide coverage and services for specific civil and/or criminal job-related litigation. In order for this exception to apply, the employer must have approved this coverage.

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 the group contract / Certificate of Coverage; Legal Plan Administrator or its subsidiaries; Reimbursement Administrator or its subsidiaries; Contractholder; Member's employer; Nationwide Mutual Insurance Company it's 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 group contract / Certificate of Coverage.

The Certificate of Coverage will not provide services 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 Contractholder can be demonstrated.

Where there are specific hours or dollar amounts provide in this Schedule of Services, 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 service are included in the Covered Services.

GENERAL PROVISIONS

Attorney-Client Relationship

All attorneys are subject to the authority of the State Supreme Court and the State Bar of the state where they are licensed to practice. The Member's relationship with an attorney is privileged and strictly confidential. We will not interfere in the attorney-client relationship, nor in the attorney's independent exercise of his or her professional judgment. Attorneys are not certified specialists.

The Member shall authorize the Participating Attorney to provide the Legal Plan Administrator with information and supporting documentation on the number and type of services provided to the Member.

By using legal services that are provided under this Certificate of Coverage, the Members agree that neither We, nor the Contractholder, nor any other person involved in the marketing or administration of the group contract, shall have any liability for the acts, errors or omissions of an attorney providing services, in whole or in part.

Non-Participating Attorney Services

If the Member already has an attorney, the Member may prefer to use her/him as a Non-Participating Attorney. To do so, the Member must first contact the Member Service Center and notify the representative of his/her intention to use a Non-Participating Attorney for a Covered Service. The Member Service Center will send the Member a form to request reimbursement. The Member's reimbursement will be based on the reimbursement schedule as shown in the Schedule of Services. If a Member already has an attorney at the time he/she becomes a Member, the Legal Plan Administrator can offer to negotiate with the attorney on behalf of the Member, but will not guarantee the Plan Discounted Rate will be accepted by the attorney or offered by the Legal Plan Administrator.

Legal Terminology

The Member or Covered Family Member may call the Member Service Center to obtain a definition or explanation of any term used herein.

Coverage Territory

The coverage territory includes the United States and United States territories.

Refund Provision

In the event that the payment mode is other than monthly and the group contract is terminated or the Member elects to terminate the coverage, a pro-rata refund will be made in accordance with the laws of the Contractholder's state.

Termination and Cancellation of Coverage

Coverage provided to the Member shall terminate upon the first of the following to occur:

- a. Cancellation or termination of the group contract;
- b. If applicable, the Member fails to re-enroll;
- c. The Member is no longer associated with Contractholder; or
- d. The Member fails to remit payment when due, subject to the statutory grace period.

Coverage provided to a Covered Family Member of a Member shall terminate upon the first of the following to occur:

- a. The Member's coverage is cancelled or terminated; or
- b. The family member ceases to qualify as a Covered Family Member as defined.

When coverage for a Member and/or Covered Family Member terminates and a matter is unresolved when coverage terminated, then any further legal work between said Member and/or Covered Family Member and the Participating Attorney shall be outside the scope and coverage of the Certificate of Coverage. The Participating Attorney shall not be obligated to provide any services under the Certificate of Coverage and any further legal services shall be based upon an independent and separate fee agreement entered into, if at all, between the former Member and/or Covered Family Member and the attorney. If such an agreement is not entered into, then the Participating Attorney may withdraw from any further representation in accordance with applicable law and State Bar standards.

Portability

The Member may continue coverage under this Legal Services Contract by electing the option of portability when the Member no longer qualifies as an employee of the Contractholder or as a member of the group to which this Legal Services Contract is issued. The Member must apply for portability within sixty (60) days of this disqualifying event and make arrangements for payment. Portability coverage will take effect, subject to receipt of the initial payment, as of the date the Member's coverage under this group Legal Services Contract terminates. Credit will be given for any applicable Waiting Period based on the number of months coverage was in force for the Member under this Legal Services Contract.

Conformed to Statute

Any terms of the Legal Services Contract that are in conflict with the statutes of the jurisdiction where issued, are amended to conform to the statutes.

Assignment of Benefits

The benefits provided under this Legal Services Contract are not assignable.

Miscellaneous

To obtain information or make a complaint:

You may call The LegalEASE Group's toll-free telephone number for information or to make a complaint at 1-888-416-4313.

You may also write to The LegalEASE Group at:
5151 San Felipe, Suite 2300
Houston, TX 77056

You may contact the Texas Department of Licensing and Regulation to obtain information on companies, coverages, rights or complaints at 1-800-803-9202.

You may write the Texas Department of Licensing and Regulation at:
P.O. Box 12157
Austin, Texas 78711
legalservicecontract@license.state.tx.us

Payment or Reimbursement Disputes:

Should you have a dispute concerning your payment or about a reimbursement, you should contact The LegalEASE Group first. If the dispute is not resolved, you may contact the Texas Department of Licensing and Regulation.

Legal service contract companies and their sales representatives are regulated by the Texas Department of Licensing and Regulation.

FACTS

WHAT DOES NATIONWIDE DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal and state law gives consumers the right to limit some but not all sharing. Federal and state law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> • Social Security number, government issued identification, and contact information • Policy, account, and contract information • Credit reports and other consumer reports
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Nationwide chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Nationwide share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	Yes	Yes

To limit our sharing	<ul style="list-style-type: none"> • Call us toll free at 1-866-280-1809 and our menu will prompt you through your choices. • If you have previously opted out, your preference remains on file and you do not need to opt out again. • Please have your account or policy number handy when you call. <p>Please note: If you are a <i>new</i> customer, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.</p>
Questions?	1-888-416-4313

Who we are

Who is providing this notice?	Nationwide Life Insurance Company
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What we do

How does Nationwide protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer safeguards and secured files and buildings. We limit access to your information to those who need it to do their job.
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How does Nationwide collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> • Apply for insurance • Make a payment or file a claim • Conduct business with us <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
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Why can't I limit all sharing?	<p>Federal and state law gives you the right to limit only:</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes—information about your creditworthiness; • Affiliates from using your information to market to you; and • Sharing for nonaffiliates to market to you. <p>State laws and individual companies may give you additional rights to limit sharing. See below for more information.</p>
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What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.
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Definitions

Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. These companies include Nationwide Life Insurance Company, Nationwide Bank, and Nationwide Property and Casualty Insurance Company. Visit nationwide.com for a list of affiliated companies.
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Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies.
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Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you.
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Other important information

California Residents: We currently do not share information we collect about you with affiliated or nonaffiliated companies for their marketing purposes. Therefore, you do not need to opt out.

Nevada Residents: You may request to be placed on our internal Do Not Call list. Send an email with your phone number to privacy@nationwide.com. You may request a copy of our telemarketing practices. For more on this Nevada law, contact Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: 1-702-486-3132; email: BCPINFO@ag.state.nv.us.

Vermont Residents: For Vermont customers only. We will not share your personal information for marketing purposes with the Nationwide family of companies or third parties without your authorization, except as permitted by law.

AZ, CA, CT, GA, IL, ME, MA, MT, NV, NJ, NM, NC, ND, OH, OR, and VA Residents: The Term "Information" means information we collect during an insurance transaction. We will not use your medical information for marketing purposes without your consent. We may share information with others, including insurance regulatory authorities, law enforcement, consumer reporting agencies, and insurance-support organizations without your prior authorization as permitted or required by law. Information we obtain from a report prepared by an insurance-support organization may be retained by that insurance-support organization and disclosed to others.

Accessing your information

You can ask us for a copy of your personal information. Please send your request to the address below and have your signature notarized. This is for your protection so we may prove your identity. Please include your name, address, and policy number. You can change your personal information at Nationwide.com or by calling your agent. We can't change information that other companies, like credit agencies, provide to us. You'll need to ask them to change it.

Legal Access
Attention: Privacy Officer
5850 San Felipe, Suite 600 Houston, TX 77057