

# **Tyson Group Legal Services Plan**

## **SUMMARY PLAN DESCRIPTION**

Effective January 1, 2017

Smart. Simple. Affordable.®



## INTRODUCTION

The Tyson Group Legal Services Plan (the “Legal Plan” or “Plan”) was established to provide personal legal services for eligible employees of Tyson Foods, Inc. and its affiliates that have adopted the Legal Plan (collectively the “Company”), as well as 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 Tyson Foods, Inc. Benefits Department.

Hyatt Legal Plans, Inc. (“Hyatt”) has been selected to provide the 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 include this summary and some additional written documents maintained by your employer. All statements made in this booklet are subject to the provisions and terms of those documents, which control in the event of conflict with this summary.

## HOW TO GET LEGAL SERVICES

### Website

To use the Legal Plan visit the Hyatt member website at [members.legalplans.com](http://members.legalplans.com). To login enter the last four digits of your personnel number and zip code. After you login 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
- Life Guide
- Self-Help Documents/Forms

### Client Service Center

You may also use the Legal Plan by calling Hyatt Client Service Center at **1-800-821-6400** Monday – Friday 8 a.m. to 7 p.m., Eastern Time. Be prepared to give the last four digits of your personnel number and zip code. If you are a spouse or an eligible dependent child of an eligible employee, you will need the last four digits of the eligible employee’s personnel 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; and

- 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, Hyatt 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**

The Legal Plan entitles you and your eligible dependents to receive certain personal legal services. The available benefits are very comprehensive, but there are limitations and other conditions, which must be met. Please take time for yourself and your family to read the description of benefits carefully.

All benefits are available to you and your spouse and dependents, unless otherwise noted.

See Appendix A for a list of covered services and the levels of both in-network and out-of-network coverage for those services.

## **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 Company, 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, business or investment matters, and matters involving property held for investment or rental or issues when you, your spouse, or your dependent 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 you, your spouse, or your dependent becoming eligible for Plan benefits

## **ELIGIBILITY**

If you are designated as a full-time employee on the records of the Company, you are eligible to enroll in the Plan for yourself and, for some cases, your eligible dependents. If you are a new hire, you and your eligible dependents may become covered under the Plan on the first day of the calendar month following your completion of fifty-nine (59) days of continuous full-time employment. 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. To be able to receive legal services under the Legal Plan, you must have included the Plan in your benefits selection.

## **ENROLLMENT**

During your employer's annual enrollment period, you can change or update your benefits selection. Once enrolled, an eligible employee must remain in the Plan for at least twelve (12) consecutive months.

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 before the first day of the calendar month following your completion of fifty-nine (59) days of continuous employment. In that case, you must remain in the Legal Plan for the remainder of the Plan Year.

## **WHEN COVERAGE BEGINS**

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

The first day of the month in which the Company has agreed to provide the Plan, (typically January 1), for the elections you made during the previous annual open enrollment period; or

If you were hired after an annual open enrollment period, the first day of the month after you have completed fifty-nine (59) days of continuous employment, as long as you have submitted a properly completed Enrollment Form.

## **WHEN COVERAGE ENDS**

Coverage for you, your spouse and dependents 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 for you, your spouse, and dependents 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 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 Plan is provided for and administered through a contract with Hyatt .Hyatt makes all determinations regarding attorneys' fees and what constitutes covered services. All contributions collected from employees electing this coverage are paid to Hyatt.

## **COST OF THE PLAN**

You pay the cost of the Plan through after-tax payroll deductions, based on your enrollment choice. The cost of the Plan will be communicated to you prior to your enrollment.

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

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

The Company and Hyatt will not 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 is expected to adhere to the rules of the Plan and he or she will not receive any further instructions, direction, or interference from Hyatt or the Company. The attorney's obligations are to you. The attorney's relationship is with you. Hyatt 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 your 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 Hyatt at **1-800-821-6400**. Your complaint will be reviewed and you will receive a response within two business days of your call.

## **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 a 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 otherwise 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 dependent 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, Hyatt 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**

Hyatt verifies eligibility using information provided by the Company. When you call for services, you will be advised if you are ineligible and Hyatt will contact the Company 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:

***Tyson Foods, Inc.  
Attn: Benefits Dept. CP501  
2200 W. Don Tyson Pkwy  
Springdale, AR 72762-6999***

You will be provided with a written explanation in response to your request.

### **Denials of Coverage**

If you are denied coverage by Hyatt or by any Plan Attorney, you will be told 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 Hyatt to reconsider the decision, as well as an explanation of the review procedure and notice of the right to bring a civil action under Section 502(a) of ERISA. You may appeal by sending a letter to:

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

The Director of Administration for Hyatt will issue Hyatt's final determination within 60 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 Hyatt to reconsider the decision, as well as a notice of the right to bring a civil action under Section 502(a) of ERISA.

## **Appendix A**

### **Covered Services and Coverage Amounts**

***For purposes of this Appendix, the “Client” is you, your spouse, and/or your dependent child who is using the services of an attorney.***

#### **ADVICE AND CONSULTATION**

##### **Office Consultation or Telephone Advice**

This service provides the opportunity to discuss with an attorney any personal legal problems that are not specifically excluded.

For In-Network services, the Plan Attorney will explain the Client'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 Client so requests. If representation is covered by the Plan, the Client 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 Client 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 Client may use this service; however, for a non-covered matter, this service is not intended to provide the Client with continuing access to a Plan Attorney or other attorney in order to seek advice that would allow the Client to undertake his or her own representation.

<b>Coverage</b>	<b>In-Network</b>	<b>Out-of-Network</b>
Office Consultation	<i>Fully Covered</i>	<i>Up to \$70 reimbursement</i>

#### **CONSUMER PROTECTION**

##### **Consumer Protection Matters**

This service covers the Client 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.

<b>Coverage</b>	<b>In-Network</b>	<b>Out-of-Network</b>
Correspondence and Negotiation	<i>Fully Covered</i>	<i>Up to \$500 reimbursement</i>
Filing of Suit, Ending in Settlement or Judgment	<i>Fully Covered</i>	<i>Up to \$2,000 reimbursement, plus up to \$100,000 trial supplement reimbursement (details at end of Appendix A)</i>

##### **Personal Property Protection**

This service covers counseling the Client over the phone or in the office on any personal property issue such as consumer credit reports, contracts for the purchase of personal property, consumer credit agreements or installment sales agreements. Counseling on

pursuing or defending small claims actions is also included. The service also includes reviewing any personal legal documents and preparing promissory notes, affidavits and demand letters.

<b>Coverage</b>	<b>In-Network</b>	<b>Out-of-Network</b>
Personal Property Protection	<i>Fully Covered</i>	<i>Up to \$125 reimbursement</i>

## **DEBT MATTERS**

### **Debt Collection Defense**

This benefit provides Clients 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.

### **Consumer Debts**

<b>Coverage</b>	<b>In-Network</b>	<b>Out-of-Network</b>
Negotiation and Settlement	<i>Fully Covered</i>	<i>Up to \$350 reimbursement</i>
Negotiation and Settlement after Complaint and Answer Filed	<i>Fully Covered</i>	<i>Up to \$600 reimbursement</i>
Trial	<i>Fully Covered</i>	<i>Up to \$1,050 reimbursement, plus up to \$100,000 trial supplement reimbursement (details at end of Appendix A)</i>

### **Foreclosures**

<b>Coverage</b>	<b>In-Network</b>	<b>Out-of-Network</b>
Negotiation	<i>Fully Covered</i>	<i>Up to \$500 reimbursement</i>
Complaint and Answer Filed, Settlement Negotiations	<i>Fully Covered</i>	<i>Up to \$850 reimbursement</i>
Trial	<i>Fully Covered</i>	<i>Up to \$1,500 reimbursement, plus up to \$100,000 trial supplement reimbursement (details at end of Appendix A)</i>

### **Identity Theft Defense**

This service provides the Client 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 Client with online help and information about identity theft and prevention. It does not include counter claims, cross claims, bankruptcy, any action arising out of divorce or post decree matters, or any matter where the creditor is affiliated with the sponsor or employer.

<b>Coverage</b>	<b>In-Network</b>	<b>Out-of-Network</b>
Identity Theft Defense	<i>Fully Covered</i>	<i>Up to \$250 reimbursement</i>

## **DEFENSE OF CIVIL LAWSUITS**

### **Administrative Hearing Representation**

This service covers Clients 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.

<b>Coverage</b>	<b>In-Network</b>	<b>Out-of-Network</b>
Negotiation and Settlement	<i>Fully Covered</i>	<i>Up to \$500 reimbursement</i>
Contested Hearings ending in Settlement or Judgment	<i>Fully Covered</i>	<i>Up to \$1,800 reimbursement, plus up to \$100,000 trial supplement reimbursement (details at end of Appendix A)</i>

### **Incompetency Defense**

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

<b>Coverage</b>	<b>In-Network</b>	<b>Out-of-Network</b>
Negotiation and Settlement	<i>Fully Covered</i>	<i>Up to \$500 reimbursement</i>
Trial	<i>Fully Covered</i>	<i>Up to \$1,800 reimbursement, plus up to \$100,000 trial supplement reimbursement (details at end of Appendix A)</i>

## **DOCUMENT PREPARATION**

### **Affidavits**

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

<b>Coverage</b>	<b>In-Network</b>	<b>Out-of-Network</b>
Document Preparation	<i>Fully Covered</i>	<i>Up to \$75 reimbursement</i>

**Deeds**

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

Coverage	In-Network	Out-of-Network
Document Preparation	<i>Fully Covered</i>	<i>Up to \$100 reimbursement</i>

**Demand Letters**

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

Coverage	In-Network	Out-of-Network
Document Preparation	<i>Fully Covered</i>	<i>Up to \$75 reimbursement</i>

**Mortgages**

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

Coverage	In-Network	Out-of-Network
Document Preparation	<i>Fully Covered</i>	<i>Up to \$70 reimbursement</i>

**Promissory Notes**

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

Coverage	In-Network	Out-of-Network
Document Preparation	<i>Fully Covered</i>	<i>Up to \$70 reimbursement</i>

**Document Review**

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

Coverage	In-Network	Out-of-Network
Document Review	<i>Fully Covered</i>	<i>Up to \$100 reimbursement</i>

**Elder Law Matters**

This service covers counseling the Client over the phone or in the office on any personal issues relating to the Client's parents as they affect the Client. The service includes reviewing documents of the parents to advise the Client on the effect on the Client. The documents include Medicare or Medicaid materials, prescription plans, leases, nursing home agreements, powers of attorney, living wills and wills. The service also includes preparing deeds involving the parents when the Client is either the grantor or grantee; and preparing promissory notes involving the parents when the Client is the payor or payee.

<b>Coverage</b>	<b>In-Network</b>	<b>Out-of-Network</b>
Elder Law Matters	<i>Fully Covered</i>	<i>Up to \$140 reimbursement</i>

## **FAMILY LAW**

### **Name Change**

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

<b>Coverage</b>	<b>In-Network</b>	<b>Out-of-Network</b>
Name Change	<i>Fully Covered</i>	<i>Up to \$400 reimbursement</i>

### **Protection from Domestic Violence**

This service covers the employee only, not the spouse or dependents, as the victim of domestic violence. It provides the employee with representation to obtain a protective order, including all required paperwork and attendance at all court appearances. The service does not include representation in suits for damages, defense of any action, or representation for the offender.

<b>Coverage</b>	<b>In-Network</b>	<b>Out-of-Network</b>
Protection from Domestic Violence	<i>Fully Covered</i>	<i>Up to \$425 reimbursement</i>

### **Guardianship or Conservatorship (Contested or Uncontested)**

This service covers establishing a guardianship or conservatorship over a person and his or her estate when the employee or spouse is appointed as guardian or conservator. It includes obtaining a permanent and/or temporary 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.

<b>Coverage</b>	<b>In-Network</b>	<b>Out-of-Network</b>
Uncontested	<i>Fully Covered</i>	<i>Up to \$650 reimbursement</i>
Contested	<i>Fully Covered</i>	<i>Up to \$1,500 reimbursement, plus up to \$100,000 trial supplement reimbursement (details at end of Appendix A)</i>

## **IMMIGRATION**

### **Immigration Assistance**

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

<b>Coverage</b>	<b>In-Network</b>	<b>Out-of-Network</b>
Immigration Assistance	<i>Fully Covered</i>	<i>Up to \$500 reimbursement</i>

## PERSONAL INJURY

### Personal Injury (25% Maximum Charge by Plan Attorney; No Out-of-Network Coverage)

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

## REAL ESTATE MATTERS

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

This service covers the Client 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.

Coverage	In-Network	Out-of-Network
Correspondence and Negotiations	<i>Fully Covered</i>	<i>Up to \$280 reimbursement</i>
Eviction Trial Defense	<i>Fully Covered</i>	<i>Up to \$840 reimbursement, plus up to \$100,000 trial supplement reimbursement (details at end of Appendix A)</i>

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

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

Coverage	In-Network	Out-of-Network
Demand Letter/Negotiations	<i>Fully Covered</i>	<i>Up to \$250 reimbursement</i>
Counseling on Preparing Small Claims Complaint and Trial Protection	<i>Fully Covered</i>	<i>Up to \$150 reimbursement</i>

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

This service covers the review or preparation, by an attorney representing the Client, 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 Client'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.

<b>Coverage</b>	<b>In-Network</b>	<b>Out-of-Network</b>
Sale or Purchase of Home (Primary Residence)	<i>Fully Covered</i>	<i>Up to \$500 reimbursement</i>

#### **Sale or Purchase of Home (Second or Vacation Home)**

This service covers the review or preparation, by an attorney representing the Client, of all relevant documents (including the construction documents for a new second home or vacation 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 Client's second home or vacation home or of a vacant property to be used for building a second home or vacation home. 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 or vacation home held for rental purpose, business, investment or income or leases with an option to buy.

<b>Coverage</b>	<b>In-Network</b>	<b>Out-of-Network</b>
Sale or Purchase of Home (Second or Vacation Home)	<i>Fully Covered</i>	<i>Up to \$500 reimbursement</i>

### **TRAFFIC AND CRIMINAL MATTERS**

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

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

<b>Coverage</b>	<b>In-Network</b>	<b>Out-of-Network</b>
Plea or Trial at Court	<i>Fully Covered</i>	<i>Up to \$250 reimbursement</i>
Plea or Trial at Court for serious moving violations resulting in jail time or license suspension	<i>Fully Covered</i>	<i>Up to \$500 reimbursement, plus up to \$100,000 trial supplement reimbursement (details at end of Appendix A)</i>

#### **Restoration of Driving Privileges**

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

<b>Coverage</b>	<b>In-Network</b>	<b>Out-of-Network</b>
Restoration of Driving Privileges	<i>Fully Covered</i>	<i>Up to \$385 reimbursement</i>

## WILLS AND ESTATE PLANNING

### Trusts

This service covers the preparation of revocable and irrevocable living trusts for the Client. It does not include tax planning or services associated with funding the trust after it is created.

Coverage	In-Network	Out-of-Network
Individual	<i>Fully Covered</i>	<i>Up to \$325 reimbursement</i>
Member and Spouse	<i>Fully Covered</i>	<i>Up to \$450 reimbursement</i>

### Living Wills

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

Coverage	In-Network	Out-of-Network
Individual	<i>Fully Covered</i>	<i>Up to \$75 reimbursement</i>
Member and Spouse	<i>Fully Covered</i>	<i>Up to \$80 reimbursement</i>

### Powers of Attorney

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

Coverage	In-Network	Out-of-Network
Individual	<i>Fully Covered</i>	<i>Up to \$65 reimbursement</i>
Member and Spouse	<i>Fully Covered</i>	<i>Up to \$75 reimbursement</i>

### Probate (10% Network Discount off Plan Attorney Rates; No Out-of-Network Coverage)

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 Client's responsibility to pay this reduced fee and all costs.

### Wills and Codicils

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

Coverage	In-Network	Out-of-Network
Individual	<i>Fully Covered</i>	<i>Up to \$150 reimbursement</i>
Member and Spouse	<i>Fully Covered</i>	<i>Up to \$200 reimbursement</i>

### General Rules on Out-of-Network Trial Supplement Reimbursement

For any service that includes an Out-of-Network Trial Supplement Reimbursement, the Plan will pay the attorney's fees for representation at trial after the second day of trial. The reimbursement is up to a maximum of \$800 per day, but no more than \$100,000.

## **Appendix B – ERISA Information**

### **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 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 that 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, U.S. Department of Labor, listed in your telephone directory, or at 200 Constitution Avenue, NW, Washington, DC.

20210 or you can call the publications hotline of the Employee Benefits Security Administration.



**FOR YOUR INFORMATION:**

<b>Name of Plan:</b>	Tyson Group Legal Services Plan
<b>Plan Sponsor:</b>	Tyson Foods, Inc.
<b>Type of Plan:</b>	Welfare Benefit Plan for Group Legal Services
<b>Plan Administrator:</b>	Plan Sponsor
<b>Agent for Service of Legal Process:</b>	Plan Administrator
<b>Provider of Benefits:</b>	Hyatt Legal Plans, Inc. 1111 Superior Avenue Cleveland, OH 44114-2407 (800) 821-6400 <a href="http://www.legalplans.com">www.legalplans.com</a>
<b>Plan Identification Number:</b>	564
<b>Sponsor's Employer Identification Number:</b>	71-0225165
<b>Effective Date:</b>	January 1, 2017
<b>Plan Year:</b>	January - December

If you have any concerns about this Plan, please call Hyatt at 1-800-821-6400. A Hyatt representative will help you resolve the issue to your satisfaction.