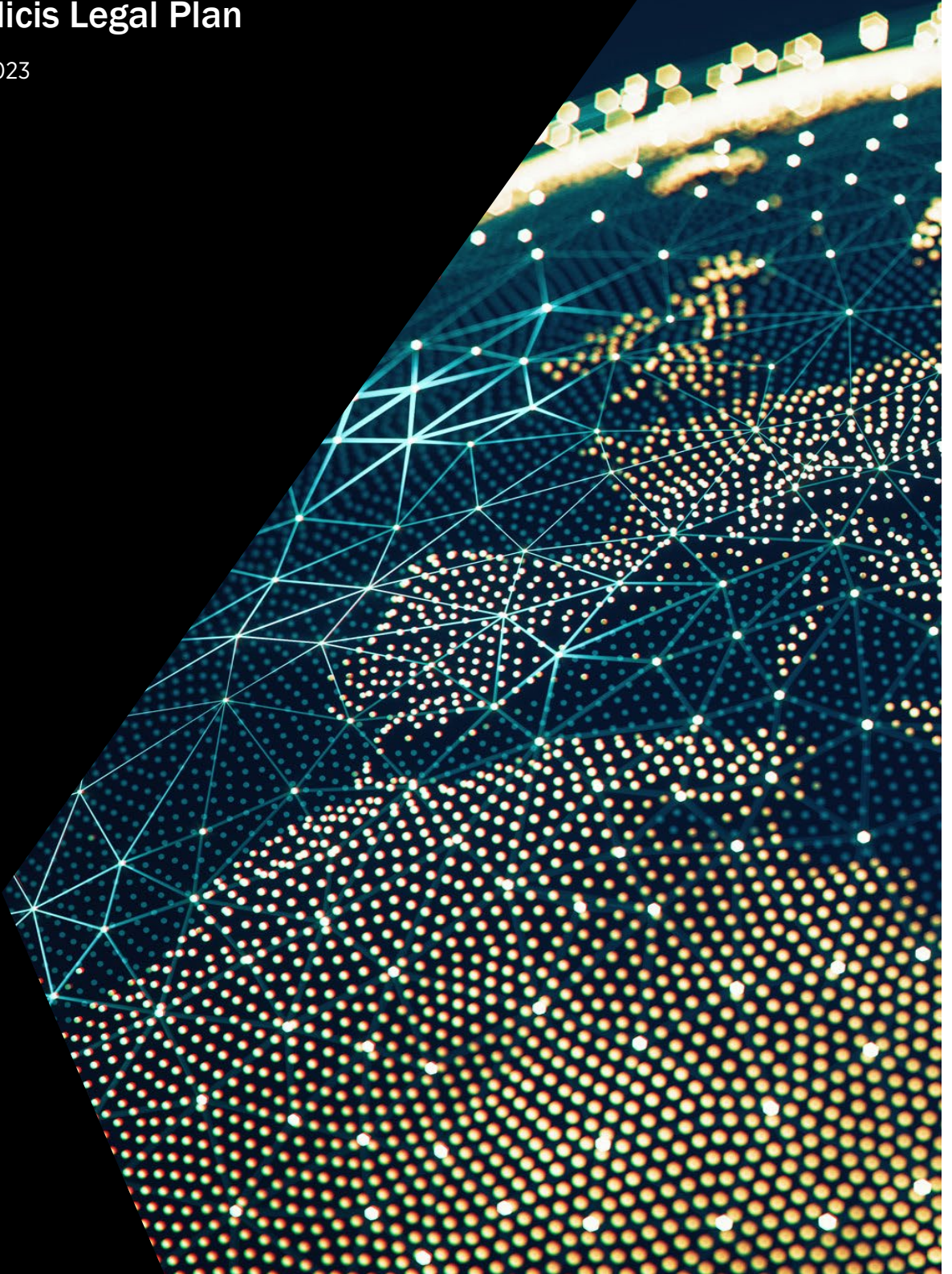


# 2023 Summary Plan Description (SPD)

for Publicis Legal Plan

January 1, 2023



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## Your Group Legal Assistance Coverage

Your Group Legal Assistance Plan coverage is an important part of your Publicis Connections Health and Group Benefits Program (the “Program” or the “Plan”) sponsored by MMS USA Holdings, Inc. (the “*Company*”). If you or a family member needs legal services, the legal plans may be a helpful start to getting necessary legal assistance from an *attorney*. The Group Legal Assistance Plan provides you, your *spouse* and your dependents with unlimited access and referrals to professional, credentialed *attorneys*. The plan covers a wide range of commonly used legal services.

This Summary Plan Description (SPD) together with the Administrative Information Summary Plan Description describes the basic features of the Group Legal Assistance Plan, how it operates and how you can get the maximum advantage from it. These documents, together with other SPDs of Plan benefits, together with any plan-related document issued by an insurer, constitute a Plan Document and SPD. This document describes the Plan provisions as they exist as of January 1, 2023, while certain other information related to the Plan may be contained in the Administrative Information Summary Plan Description. If any statement, oral or written, made on behalf of the Plan disagrees with this Plan and SPD, as interpreted in the sole discretion of the Plan Administrator, the Plan Administrator’s decision will govern.

Please note that the *Company* reserves the right to amend or terminate the plan at any time without notice. Participation in this plan does not constitute a contract of employment between you and the *Company*.

# Eligibility

## *Employee*

You're eligible to participate in the Plan if you meet all of the following:

- You're a U.S.-based employee;
- You're a full-time or part-time employee working a minimum regular schedule of at least 21 hours per week;
- You're an employee of a subsidiary of MMS USA Holdings, Inc. (the "***Company***") that has adopted the Program; and
- Your class of employees has not been excluded from a predecessor plan.

Please see your local HR Representative or the Publicis Re:Sources USA Benefits Department if you're unsure of whether your business unit participates in the Program or if you are a member of an eligible class of employees. If an individual is not considered to be an "employee" for purposes of employment taxes and wage withholding, a subsequent determination by the employer, any governmental agency or a court that the individual is a common law employee, if such determination is applicable to prior years, will not have a retroactive effect for purposes of eligibility to participate in the Program.

## *Your Eligible Dependents*

You may elect coverage for your eligible dependents. Your eligible dependents include:

- **Spouse**, your spouse includes the individual to whom you are legally married (determined in accordance with federal law). Note that under federal law a "common law spouse" will be recognized as a spouse only if relevant state law recognizes the person as a spouse despite the lack of a formal marriage.
- You may be required to provide (if requested) a copy of your marriage license.
- If you live in a state in which common law marriage is recognized and your "spouse" is your common law spouse under state law, you will be required to prove your marital relationship by providing a copy of a jointly filed federal tax return, or by completing the *Affidavit for Certification of Common Law Marriage* or by providing such other supporting documentation as may be requested by bswift (our benefits administration vendor) to verify eligibility.
- **Domestic Partners**, defined as same-sex and opposite-sex couples registered with any state or local government agency authorized to perform such registrations. If your domestic partnership is not registered with any state or local government agency, your same or opposite sex domestic partner also includes any individual that you have been residing within the same residence for at least six months.
- If you live in a jurisdiction that offers a domestic partner registry, you will be required to provide upon request, a copy of your domestic partner registration certificate to bswift (our benefits administration vendor) within 30 days of enrollment to verify eligibility for coverage.
- If you do not live in a jurisdiction that offers a domestic partner registry or you have not registered, you will be required to complete and submit the *Affidavit for Certification of Domestic Partnership* to bswift (our benefits administration vendor) within 30 days of enrollment to verify eligibility for coverage in order for coverage to begin.

- **Note:** Domestic Partnerships are not recognized by the federal (and most states) government for tax purposes. This means that the value of your domestic partner's coverage will be imputed into your income, as required by tax law, if he or she is not otherwise your dependent under applicable tax law.
  
- **Dependent children, include:**
  - Your natural children or step-children;
  - Your legally adopted children;
  - Children placed with you for adoption;
  - Your foster children;
  - Any other children (including grandchildren) for whom you are the legal guardian (as determined by a court of competent jurisdiction); or
  - Any children of a *spouse or domestic partner* that must be covered as stipulated by a divorce decree.
  - Child(ren) of a domestic partner, not otherwise adopted by you.

Coverage for your unmarried dependent child continues (as long as your own coverage continues) until the end of the month in which he or she reaches age 21 (age 25 if he or she is a full-time student, or older if state law mandates a higher age). Your dependent child may be ***totally and permanently disabled*** as determined by the Program due to a mental or physical disability. If he or she is continuously covered under the Program, coverage continues beyond age 21 (provided the disability continues and you remain an eligible employee).

### ***Dual Coverages***

If your spouse or dependent child(ren) works for a participating employer and is eligible for the Program, only one of you will want to choose legal coverage. Even if both of you are paying for coverage, benefit maximums are not doubled. Once the benefit maximum is reached for any member of the family, no further benefits will be paid for that family member.

## Enrollment

### *When You First Become Eligible*

After your hire date, the Benefits team will upload your information into their system to get you started with enrolling for benefits. You will receive an email or mail notification from bswift— their benefits administrator—when you are able to enroll, and you won't be able to enroll before that notification. You have 45 days from your hire date to enroll. If you don't enroll within this 45-day period (your deadline date is listed on the enrollment worksheet that you receive at your home.

The coverage you elect after you're first hired continues through the remainder of the *plan year*, unless you:

- Have a qualified change in status and decide to change your coverage; or satisfy the requirements for enrolling under HIPAA special enrollments periods;
- Cease to be eligible under the Program.

### *Annual Enrollment*

Each fall, you can change your coverage for the following *plan year*. You will receive information and updates about your benefits under the Program so that you can make informed benefit elections during each annual enrollment period.

This information is generally available online on the Publicis Connections website ([PublicisConnections.com](http://PublicisConnections.com)) and includes:

- Important tips on how to enroll for the upcoming *plan year*;
- Enrollment procedures;
- The benefit options for which you're eligible for the upcoming *plan year*; and
- Any changes that may have taken place since the last annual enrollment period.

You must enroll at annual enrollment unless notified otherwise by the *Company*. The coverages you elect during the annual enrollment period take effect the following January 1 (or the date you are considered *actively at work*, whichever is later) and continue through the end of the *plan year* (unless you have a qualified change in status and decide to change your coverage) or satisfy the requirements under HIPAA for a special enrollment period.

### *If You Don't Enroll*

If you do not enroll when you are newly eligible or during the annual enrollment period, your benefit elections will not rollover into the following plan year and you will only have coverage in the Company-provided benefits such as Basic Life Insurance, Short-Term Disability, Basic Long-Term Disability, and the Employee Assistance Program. The only time your elected benefits will rollover into the next plan year is when the Company indicates that there will be a "passive" enrollment.

### *When Coverage Begins*

Coverage begins on the first of the month coinciding with or following your date of hire or the date you first become eligible to participate in the plan. Your eligible dependents are covered on the same day that your coverage begins.



## ***Paying For Your Coverage***

Generally, you pay for your legal plan coverage on an after-tax basis through payroll deductions each pay period. If you are on an unpaid leave of absence, you must pay the monthly cost before the first of each month. If you fail to submit your contribution while you are on leave, your coverage ends. If you are absent from work without pay for any reason, be sure to contact your local HR representative.

## **Changes in Coverage**

In general, once you enroll for (or decline) coverage, your elections stay in effect for the entire ***plan year***. However, under certain circumstances, you may enroll for or change certain coverages during the year. For example, you may change your coverage if:

- You qualify for a special enrollment during the year under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- You experience a “qualified change in status” (see below) that affects you, your ***spouse’s*** or your dependents’ eligibility for benefits under the Program.
- You take a leave of absence under the Family and Medical Leave Act (FMLA) (however, you can’t change coverage while you’re on FMLA).

There are some additional circumstances under which you may make a mid-year change as described in this section.

### ***Qualified Changes in Status***

You may change certain benefit elections during the year if you experience a qualified change in status that results in a loss or gain of eligibility under the Program for yourself, your ***spouse***, or your eligible dependent children. Changes may be made to your Group Legal Plan coverage as long as the changes are consistent, they correspond with the change in status and they follow the Plan’s rules. For example, in the case of birth, adoption or placement for adoption, you may elect the Group Legal Plan.

A qualified change in status is any of the following circumstances that may affect coverage:

- You get divorced, legally separated or you have your marriage legally annulled.
- Your ***spouse*** or dependent dies.
- Your unmarried dependent becomes ineligible for coverage (e.g., he or she reaches the Program’s eligibility age limit, becomes or ceases to be a student or gets married).
- You get married.
- You have a baby, adopt or have a child placed with you for adoption.
- You, your ***spouse*** or your dependent experience a change in employment status (e.g., start or end employment, strike or lockout, begin or return from an unpaid leave of absence, change work sites or experience a change in employment that leads to a loss or gain of eligibility for coverage).
- You, your ***spouse*** or your dependent experiences a change in employment status that affects eligibility for coverage (e.g., change from part-time to full-time or vice versa).
- You, your ***spouse*** or your dependent experiences a significant change in cost of coverage.

If you experience a qualified change in status and need to change your coverage during the ***plan year***, you must make your change online at [www.PublicisConnections.com](http://www.PublicisConnections.com) within 31 days after the event that

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Terms in ***bold/italics*** are further defined in the Glossary.

necessitates the change. If you don't make the change in time, you can't make a coverage change until the next annual enrollment, unless you once again meet one of the conditions for a mid-year change. Please note that you will be required to provide supporting documentation of your change. The change will be effective on the date of the qualifying event.

### ***Additional Mid-Year Changes***

You also may change your benefit elections during the year in the following circumstances.

#### **Cost and Coverage Changes**

You may be able to change your benefit elections if you, your *spouse/domestic partner* or your dependent experiences a significant change in cost of coverage. Under this rule, for example, if you switch from part-time to full-time employment, or vice versa, and, as a result, the cost of your benefits changes, you may be able to change your coverage. You may also be able to revoke your existing elections if your coverage is significantly curtailed (that is, if there is an overall reduction in coverage to all participants), or if a new benefit option is added or eliminated.

#### **Changes to a Dependent's Plan**

You may make a mid-year election change that is on account of, and corresponds to, changes made under the plan of your *spouse/domestic partner*, former *spouse* or dependent's employer, or if the other plan has a different *plan year*, or if the enrollment period is different from the one under this Program.

#### **Automatic Changes**

If the cost of your underlying coverage increases or decreases, the *Company* may automatically change the amount of your contribution that's withheld.

#### **Special Rule for Rehired Employees**

If you terminate employment and are rehired within 30 days of your termination date, the benefit elections that were in effect on the date of your termination will be automatically reinstated. If you are rehired more than 30 days after the date of your termination, you will be allowed to make new benefit elections under the Program.

#### **Procedure for Mid-Year Changes**

You must request a change in your benefit elections within 31 days of the date of the change in status. If a change in status has been experienced, you may alter your benefit options to, among other things, add or drop a dependent, or add or drop coverage for yourself or your *spouse/domestic partner*. Provided you notify the Program within the required time frames, any changes in your benefit options due to a permissible mid-year event will become effective:

- In the case of a dependent's birth, on the date of such birth;
- In the case of a dependent's adoption or placement for adoption, on the date of such adoption or placement for adoption; and
- For all other events, on the date of the qualifying event.

Note that coverage cannot be paid for retroactively on a pre-tax basis (although it can be retroactively effective) except for in the case of birth, adoption or placement for adoption.

If you experience one of these qualified changes in status, you may change your Group Legal coverage. The changes must be consistent with and correspond to the change in status as well as follow Plan rules. For example, in the case of birth, adoption or placement for adoption, you may generally add Group Legal coverage, but you can't drop your current coverage.

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Terms in ***bold/italics*** are further defined in the Glossary.

If you experience a qualified change in status and need to change your coverage, you must make the change online or you must notify the Benefits Department and request assistance with the change. Your change must be made within 31 days (which includes the day the event occurred) of the event that causes the change. If you don't make the change in time, you can't make a coverage change until the next annual enrollment, unless you once again meet one of the conditions for a mid-year change. If requested, you may have to provide proof of your change in status.

## **Continuation or Termination of Coverage**

Your coverage will end as of the date in which you terminate employment or cease to be eligible to participate in the plan.

Your dependents' coverage will end as of the date in which any of the following occurs (whichever occurs first):

- Your coverage ends;
- You stop making contributions; or
- Your dependent no longer meets the eligibility requirements.

### ***If You Die While Employed***

If you die while you're still employed, your contributions to the Group Legal Plan cease as of your date of death.

### ***If You Become Disabled***

If you become disabled and are eligible to receive disability benefits under the STD program, coverage for you and your dependents continues provided you continue to receive STD benefits.

If your disability continues and you start collecting long term disability benefits from the LTD Plan, coverage for you and your dependents will end as of the date your LTD benefits commence.

### ***If You Take a Leave of Absence***

You may decide to take either an unpaid personal leave or an unpaid FMLA leave of absence.

- **Unpaid Personal Leave:** If you take an unpaid personal leave of absence for 30 days or less, coverage continues for you and your eligible dependents. However, you must submit payment for the full cost of the coverage.

If your unpaid personal leave of absence is more than 30 days, coverage for you and your dependents ends effective with the 31<sup>st</sup> day of unpaid leave. If you return to active employment for the ***Company***, you must reenroll for benefits upon your return.

- **Unpaid FMLA Leave:** If you decide to take an unpaid FMLA leave, coverage continues for you and your eligible dependents as if you were still ***actively at work***. However, you must continue to submit payment for this coverage (at the active rate). You can select a core coverage of health, dental and vision, or you can continue all of your coverages. You may also decide to discontinue your coverage under the Plan.

### ***Continuation of Coverage Under the Family and Medical Leave Act of 1993 (FMLA)***

The ***Company*** continues your coverage under the plan during your period of FMLA leave just as if you were still employed. Continued coverage ends once you:

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Terms in ***bold/italics*** are further defined in the Glossary.

- Terminate employment;
- fail to pay premiums; or
- exhaust your approved period of FMLA leave and don't return from your FMLA leave.

## How Your Legal Plans Work

If you or a family member needs legal services, the Legal Plans may be a helpful start to getting necessary legal assistance from an *attorney*.

### *About Your Plan Option*

The Plan provides personal legal services for eligible *Company* employees and their eligible dependents. The services will be provided through a panel of carefully selected Participating Law Firms. Lawyers in the network are called Plan *Attorneys*. These arrangements are described in detail in this summary.

You may select a non-Plan *Attorney*. Services you receive from a non-Plan *Attorney* must be a covered service listed on the “Fee Reimbursement Schedule for Non-Plan Attorneys” on page 17 of this document. If you select a non-Plan *Attorney* who charges more than the amounts listed, you must pay the additional fees.

## General Information

### *Convenience of Legal Service Plans*

The MetLife Legal Plans (*previously known as MetLaw*) provides you and your eligible dependents (see “Your Eligible Dependents” section of this document) with fully covered legal services from experienced *attorneys* at a low monthly group rate. When you use a Plan *Attorney* for covered services, there are:

- No deductibles;
- No co-payments;
- No waiting periods;
- No claim forms;
- No limits on usage

### *About MetLife Legal Plans*

MetLife Legal Plans can help you find qualified legal assistance. It offers a coast-to-coast network of Plan *Attorneys*. You'll have a nationwide network of more than 11,000 participating Plan *Attorneys* from which to choose. Plan *Attorneys* have met stringent selection criteria and have an average of 23 years or more of legal experience.

In addition, Plan *Attorneys* must:

- Have a full-time practice;
- Carry professional liability insurance;
- Be in good standing with regulatory agencies in the state in which they practice;
- Be licensed in the state in which they practice; and

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Terms in *bold/italics* are further defined in the Glossary.

- Go through a detailed application process.

MetLife Legal Plans recruits **attorneys** on an ongoing basis. If an **attorney** isn't available, MetLife Legal Plans works diligently to recruit additional **attorneys** in your area.

## **What Services Are Covered**

The MetLife Legal Plans 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.

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

### ***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, see 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 Protections***

#### **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. The controversy must be evidenced by a written document such as a sales slip, contract, note or warranty. This service does not include disputes over real estate, construction, insurance or collection activities after a judgment.

#### **Personal Property Protection**

This service covers counseling the participant over the phone or in the office on any personal property issues 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.

### ***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 negotiations with creditors for a repayment schedule, limiting creditor harassment and representation in defense of any action personal debt collection, foreclosure, repossession or garnishment, up to and including trial if necessary. It does not include defense against a judgment, vacating a judgment, counterclaims, 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.

### **Identity Theft**

This benefit provides participants 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 as set forth in the Debt Collection Defense coverage. In addition it provides participants with online help and information about Identity Theft and prevention.

### **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 ***Company***, 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, costs of hiring an accountant 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 does not apply where services are available or are being provided by virtue of a homeowner or vehicle insurance policy. It does not include divorce or post-decree matters, paternity, support or custody 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 divorce or post-decree matters, paternity, support or custody matters, or litigation of a job-related incident. Services do not include bringing counterclaims, third party or cross-claims, even when this may be part of the defense.

### **Incompetency Defense**

This service covers the participant in 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.

### **Elder Law Matters**

This service covers counseling the participant over the phone or in the office on any personal issue relating to the participant's parents as they affect the participant. The service includes reviewing documents of the parents to advise the participant on the effect on the participant. The documents include Medicare or Medicaid materials, prescription plans, leases, nursing home agreements, powers of attorneys, living wills and wills. The service also includes preparing deeds for the parents when the participant is the payor or payee.

### **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.

### **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.

### **Notes**

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

## ***Family Law***

### **Adoption and Legitimization (Contested and Uncontested)**

This service covers all legal services and court work for an adoption for the Plan Member and spouse. Legitimization of a child for the Plan Member and spouse, including reformation of a birth certificate, is also covered.

## **Name Change**

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

## **Premarital Agreement**

This benefit covers the preparation of an agreement by an enrolled employee and his or her fiancé prior to their marriage, 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 must have separate counsel or must waive representation.

## **Protection from Domestic Violence**

This service covers the plan member only, not the spouse or dependents, as the victim of domestic violence. It provides the plan member 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.

## **Uncontested Guardianship or Conservatorship**

This service covers establishing an uncontested guardianship or conservatorship over a person and his or her estate when the employee or *spouse* is appointed guardian or conservator. It includes obtaining a permanent and/or temporary guardianship or conservatorship, gathering any necessary medical evidence, preparing the paperwork and attending the hearing. If the proceeding becomes contested, the employee or *spouse* must pay all additional legal fees. This service does not include representation of the person over whom guardianship or conservatorship is sought, or any annual accountings once guardianship or conservatorship 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***

### **Boundary or Title Disputes (Primary Residence)**

This service covers negotiations and litigation arising from boundary or title disputes involving a participant's primary residence, where coverage is not available under the participant's homeowner or title insurance policies.

### **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.

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

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



### **Property Tax Assessment (Primary Residence)**

This service covers the participant for review and advice on a property tax assessment on the participant's primary residence. It also includes filing the paperwork; gathering evidence; negotiating a settlement; and attending the hearing necessary to seek a reduction of the assessment.

### **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 the refinancing of 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, unimproved land, rental property or property held for business or investment. Home equity loans are not included under this service.

### **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 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. 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, unimproved land, new construction, rental property, property held for business or investment or leases with an option to buy. Home equity and construction loans are not included under this service.

### **Security Deposit Assistance**

This service covers counseling the participant as a tenant in recovering a security deposit from the participant's residential landlord for the 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. This 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 or any services relating to post-judgment actions.

### **Zoning Applications**

This service provides the participant with the services of a lawyer to help get a zoning change or variance for the participant's primary residence. Services include reviewing the law, reviewing the surveys, advising the participant, preparing applications, and preparing for and attending the hearing to change zoning.

### ***Traffic and Criminal Matters***

#### **Juvenile Court Defense**

This service covers the defense of an employee's dependent child in a juvenile court matter, provided there is no conflict of interest with the employee, in which case this service provides an *attorney* for the employee only.

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

This service covers representation of the participant in defense of any traffic ticket except driving under the 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.

### **Power 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***

Certain matters are excluded from coverage under the Legal Plans. No services, not even a consultation, can be provided for the matters excluded from coverage under the Legal Plans. No services, not even a consultation, can be provided for the following matters:

- Payment made to a third party such as costs, witness fees or fines;
- Appeals or class actions;
- Business, farm, patent or copyright matters;
- Matters for which an *attorney* client relationship exists prior to the participant becoming eligible for plan benefits;
- Matters or disputes involving the *Company*, MetLife Legal Plans, Marsh Voluntary Benefits or a Plan *Attorney*;
- Matters concerning employment, including *Company* and statutory benefits.

## ***Other Special Rules***

In addition to the coverage 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 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 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 dependent are involved in a dispute with another eligible 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*.

## ***Fee Reimbursement Schedule for Non-Plan Attorneys***

This fee schedule describes the maximum amounts that MetLife Legal Plans will reimburse you for covered legal services provided to you by an *attorney* not on our panel. Only one fee category per case type applies to each matter: i.e., the one that best describes the services that were provided. The legal plan provides only for the personal legal matters listed below. If you or your *attorney* have any questions regarding coverage or exclusions, please visit our web site at [www.legalplans.com](http://www.legalplans.com) or call 1-800-821-6400 and ask to speak with MetLife Legal Plans' Payment Administrator before services are provided.

<b>Case Type</b>	<b>The Plan Will Pay up to a Maximum of:</b>
<b>Advice and Consultation</b>	
<b>Office Consultation and Telephone Advice</b> (If no further covered services are provided)	\$50
<b>Consumer Protection</b>	
<b>Consumer Protection Matters</b> (excludes disputes over real estate, construction or insurance. Disputed amount exceeds small claims limit and is evidenced by writing.)	
Correspondence and Negotiation	\$500
Filing of Suit, Ending in Settlement or Judgment	\$2,000
Plus Trial Supplement*	\$10,000
<b>Personal Property Protection</b>	
Counseling, Document Review and Assistance	\$125

\* Trial Supplement – In addition to fees indicated for trials, we will pay one half of the *attorney's* hourly rate for representation in trial beyond the second day of trial for a maximum of \$800 per day up to \$10,000 total trial supplement maximum.

Terms in ***bold/italics*** are further defined in the Glossary.

Case Type	The Plan Will Pay up to a Maximum of:
<b>Small Claims Assistance</b>	
Counseling on Preparing Complaint and Trial Preparation	\$200
<b>Debt Matters</b>	
<b>Debt Collection Defense</b> (Excludes defense of matters arising from divorce or post-decree actions. Includes repossession and garnishment.)	
Negotiation and Settlement	\$300
Negotiation and Settlement after Complaint and Answer filed	\$600
Trial	\$1,000
Plus Trial Supplement*	\$10,000
<b>Debt Matters (continued)</b>	
<b>Identity Theft (Correspondence/Notice to Creditors)</b>	\$250
<b>Personal Bankruptcy or Wage Earner Plan</b>	
Chapter 7 Individual or Member/ <i>Spouse</i>	\$850
Chapter 13 Individual or Member/ <i>Spouse</i>	\$1,400
<b>Tax Audits</b>	
Negotiation and Settlement	\$450
Attendance at Audit Hearing	\$1,000
<b>Defense of Civil Lawsuits</b>	
<b>Administrative Hearing Representation and Incompetency Defense</b> (Excludes defense of matters arising from divorce, post-decree actions or other family law matters.)	
Negotiation and Settlement	\$500
Trial	\$1,800
Plus Trial Supplement*	\$10,000
<b>Civil Litigation Defense</b> (Excludes defense of matters arising from divorce, post-decree actions or other family law matters.)	
Negotiation and Settlement	\$650
Trial	\$2,000
Plus Trial Supplement*	\$10,000
<b>Document Preparation</b>	
Deeds	\$100
Affidavits	\$75
Demand Letters	\$75
Document Review	\$100
Mortgages	\$70

\* Trial Supplement – In addition to fees indicated for trials, we will pay one half of the *attorney's* hourly rate for representation in trial beyond the second day of trial for a maximum of \$800 per day up to \$10,000 total trial supplement maximum.

Case Type	The Plan Will Pay up to a Maximum of:
<b>Document Preparation (cont.)</b>	
Notes	\$70
Elder Law Matters (Counseling and document review of only documents pertaining to the participant's parents as affecting the participant)	\$100
<b>Family Law</b>	
Name Change	\$400
Premarital Agreement (Available to Eligible Plan Member only)	\$500
Adoption and Legitimization	
Uncontested	\$650
Contested	\$1500
Plus Trial Supplement*	\$10,000
<b>Family Law (continued)</b>	
Uncontested Guardianship or Conservatorship	\$650
Protection from Domestic Violence (Available to Eligible Plan Member only)	\$425
<b>Immigration</b>	
<b>Immigration Assistance</b>	
Counseling on Preparing Forms and Hearing Preparation	\$500
<b>Real Estate Matters</b>	
<b>Eviction and Tenant Problems (Primary Residence-Tenant only)</b>	
Correspondence and Negotiations	\$280
Eviction Trial Defense	\$840
Plus Trial Supplement*	\$10,000
<b>Home Equity Loan (Primary Residence)</b> (Applies only to <i>attorney</i> who represents the plan member, not the <i>attorney</i> representing the lending institution.)	\$250
<b>Refinancing of Home (Primary Residence)</b> (Applies only to <i>attorney</i> who represents the plan member, not the <i>attorney</i> representing the lending institution.)	\$350
<b>Sale or Purchase of Home (Primary Residence)</b> (Applies only to <i>attorney</i> who represents the plan member, not the <i>attorney</i> representing the lending institution.)	\$500
<b>Boundary or title Disputes (Primary Residence)</b>	
Negotiation and Settlement	\$350
Trial	\$1,000
Plus Trial Supplement*	\$10,000

\* Trial Supplement – In addition to fees indicated for trials, we will pay one half of the *attorney's* hourly rate for representation in trial beyond the second day of trial for a maximum of \$800 per day up to \$10,000 total trial supplement maximum.

Case Type	The Plan Will Pay up to a Maximum of:
<b>Property Tax Assessments (Primary Residence)</b>	
Negotiation and Settlement	\$270
File Request for Hearing with Attendance at Hearing Plus Trial Supplement*	\$620 \$10,000
<b>Security Deposit Assistance</b>	
Demand Letter/Negotiations	\$250
Counseling on Preparing Small Claims Complaint and Trial Preparation	\$150
<b>Zoning Applications</b>	
Preparation of Documentation	\$250
Documentation/Attending Hearing	\$500
<b>Traffic and Criminal Matters</b>	
<b>Driving Privileges/Restoration of Suspended License</b>	\$385
<b>Juvenile Court Defense</b>	
Negotiation and Settlement	\$500
Trial Plus Trial Supplement*	\$1,200 \$10,000
<b>Traffic Defense (No DUI)</b>	
Plea or Trial at Court for Minor Moving Violations	\$250
Plea or Trial at Court for Serious Moving Violations Resulting in Jail Time or License Suspension Plus Trial Supplement*	\$500 \$10,000
<b>Will and Estate Matters</b>	
<b>Living Trusts</b>	
Individual	\$325
Member and <i>Spouse</i>	\$450
<b>Living Wills</b>	
Individual	\$60
Member and <i>Spouse</i>	\$70
<b>Powers of Attorney</b>	
Individual	\$65
Member and <i>Spouse</i>	\$75
<b>Wills and Codicils</b>	
Individual	\$150
Member and <i>Spouse</i>	\$175

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Terms in *bold/italics* are further defined in the Glossary.

## Applying for Benefits

### *Calling for Legal Assistance*

To use the Legal Plans, call MetLife Legal Plans' Client Service Center at 1-800-821-6400 Monday through Thursday, 8:00 a.m. to 7:00 p.m. and Friday, 8:00 a.m. to 7:00p.m., Eastern Time. Be prepared to give your Social Security Number. If you are a *spouse* or an eligible dependent child of an eligible person, you will need the Social Security Number 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 Plans.

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 *attorney's* 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 plans.

### *Payment of Benefits*

If you stay within the network, covered legal services are provided with no additional *attorney* fees. The Plan pays your *attorney* directly.

If you choose to use a non-Plan *Attorney*, you must complete a fee reimbursement form. This form can be found at [PublicisConnections.com](http://PublicisConnections.com). Return the completed form along with your *attorney's* complete itemized fee statement to:

Payment Administrator  
MetLife Legal Plans  
1111 Superior Avenue  
Cleveland, Ohio 44114-2507

### ***Denial of Benefits and Appeal Procedures***

MetLife Legal Plans verifies the eligibility using information provided by the ***Company***. When you call for services, you will be advised if you are ineligible and MetLife Legal Plans 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 written letter within 60 days explaining why you believe you are eligible to:

Publicis Benefits Department  
Attention: Plan Administration Committee  
35 West Wacker Drive  
Chicago, Illinois 60601

Within 30 days, you will be provided with a written explanation regarding your eligibility to participate in the MetLife Legal Plans.

### ***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  
Director of Administration  
Seaton Center  
1111 Superior Avenue  
Cleveland, OH 44114-2507

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 your 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, and an explanation of the review procedures.



## **ERISA Rights**

As a participant in the group benefit plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974. ERISA provides that all plan participants shall be entitled to:

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites, all documents governing the Plan, including insurance contracts and a copy of the latest annual report (Form 5500 Series) that is filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts, and copies of the latest annual report (Form 5500 Series) and an updated Summary Plan Description. The Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

Please refer to the Administrative Information Summary Plan Description for specific ERISA information regarding your benefit plans.

### ***Prudent Actions by Plan Fiduciaries***

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 your interest and that of other plan participants and beneficiaries. No one, including your employer, your union, 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.

### ***Enforce Your Rights***

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA there are steps you can take to enforce the above rights. For instance, 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 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. In addition, if you disagree with the Plan's decision or lack thereof concerning the status of a domestic relations order or a medical child support order, you may file suit in a 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 are successful,

Terms in ***bold/italics*** are further defined in the Glossary.

the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

### ***Assistance with Your Questions***

If you have any questions about your plan, you should contact the Plan Administrator at:

Publicis Connections  
Attn: Plan Administration Committee  
35 West Wacker Drive  
Chicago, IL 60601  
1-800-933-3622 (Monday-Friday, 9am-5pm EST)

If you have any questions about this statement or about your rights under ERISA and other laws affecting the Plan or need assistance in obtaining documents from the Plan Administrator, you should contact:

- The nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory; or
- The Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

The Plan Administrator has delegated to the Claims Administrators the discretionary authority to make decisions regarding the interpretation or application of Plan provisions, to make determinations (including factual determinations) as to the rights and benefits of employees and participants under the Plan, to make claims determinations under Plan and to decide the appeal of denied claims. Benefits will be paid under the Plan only if the Plan Administrator, or its delegate, determines that the claimant is entitled to them. The decision of the Plan Administrator or its delegate is final and binding.

## **Additional Information**

Here's some additional information you may need to know regarding your Legal Plan coverage:

### ***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 issues 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's*** obligations are exclusively to you. MetLife Legal Plan., 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.

## Glossary of Terms

### *Actively at Work*

You are considered actively at work if you are:

- Working at the **Company's** usual place of business or on an assignment for the purpose of furthering the **Company's** business;
- Performing the material and substantial duties of your regular occupation on a full-time basis; and
- Not receiving severance or salary continuation pay.

You're considered actively at work during a scheduled vacation or a holiday, during an approved leave under FMLA or on an approved personal leave of absence of less than 31 days.

### *Attorney*

A person who is practicing within the scope of the legal profession and legally permitted to practice law in the jurisdiction of the United States where the legal service is rendered.

### *Company*

The term "Company" collectively refers to all subsidiaries of MMS USA Holdings, Inc. that have approved participation in the Publicis Connections Health and Group Benefit Programs.

### *Domestic Partner*

Your same or opposite sex domestic partner includes any individual that you have been residing within the same residence for at least six months. You need to complete the Affidavit for Certification of Domestic Partnership (available in the Forms Library on the Publicis Connections website) before coverage begins.

You must meet all of the following to be eligible for coverage of a domestic partner:

- You have shared a monogamous, committed relationship with one another that has existed for at least six months and is expected to last indefinitely;
- You are jointly responsible for each other's welfare and financial obligations;
- You share your principal place of residence;
- You are both at least 18 years old and mentally competent to consent to the contract;
- Neither of you are married to anyone else; and
- You are not related to each other in a way that would prevent a marriage from being recognized under the laws of the state in which you live.
- You also may be required to prove your interdependence (if requested). You can do so by providing two of the following documents:
  - Common ownership of real property;
  - Common ownership of a motor vehicle;
  - Driver's license that lists a common address;
  - Proof of joint bank accounts or credit accounts;
  - Proof of designation as the primary beneficiary for life insurance or primary beneficiary designation under a partner's will;
  - Assignment of a property power of attorney or health care power of attorney.

Terms in ***bold/italics*** are further defined in the Glossary.

- Domestic partnerships are not recognized by the federal government for tax purposes.

### ***Plan Administrator***

The person or committee designated from time to time as the fiduciary responsible for overall administration of the Plan. Except as otherwise designated in the Administrative Information Summary Plan Description or by a notice from the ***Company***, the ***Plan Administrator*** may be contacted as follows:

Publicis Connections  
Attn: Plan Administrative Committee  
35 W. Wacker Dr., 12<sup>th</sup> Floor  
Chicago, IL 60601  
1-800-933-3622

### ***Plan year***

The year starting January 1 and ending December 31.

### ***Spouse***

***Your spouse includes the individual to whom you are legally married under federal law. Note that under federal law a “common law spouse” will be recognized as a spouse only if relevant state law recognizes the person as a spouse despite the lack of a formal marriage.***

### ***Totally and Permanently Disabled***

The inability by reason of illness, injury or physical condition to perform the material duties of any occupation for which you're qualified or you become qualified by reason of experience, education or training. If you're a covered person other than an eligible individual, you're considered totally and permanently disabled if you're unable by reason of illness, injury or physical condition to engage in the normal activities of a person of the same age and sex who's in good health. In addition, you must have applied for and received a permanent disability status from the Social Security Administration.