



**GROUP LEGAL PLAN
SUMMARY PLAN DESCRIPTION**

January 2006

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INTRODUCTION

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

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

HOW TO GET LEGAL SERVICES

To use the Legal Plan, call Hyatt Legal Plans' Client Service Center at **1-800-821-6400** between 8 a.m. and

8 p.m. Monday, 8 a.m. to 7 p.m. Tuesday through Thursday and 8 a.m. to 6 p.m. Friday. 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 an Authorization Number which is similar to a claim number (you will need a new Authorization 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.

You must call Hyatt Legal Plans, as described above, prior to contacting any attorney. Plan benefits will be denied if you do not call first.

WHAT SERVICES ARE COVERED

All benefit definitions are shown at the Employee Plus Family level of coverage. Where the Employee has chosen the "Employee Only" level of coverage, only the Employee is entitled to the services

described. Where the Employee has chosen the "Employee Plus Family" level of coverage, the benefits are available to the Employee and his or her spouse and dependents.

ADVICE AND CONSULTATION

Office Consultation and Telephone Advice

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

CONSUMER PROTECTION

Consumer Protection Matters

This service covers the Participant as a plaintiff, for representation, including trial, in disputes over consumer goods and services where the amount being contested exceeds the small claims court limit in that jurisdiction and the controversy is evidenced by a written document such as a sales slip, contract, note or warranty. This service does not include disputes over real estate, construction or insurance.

DEBT MATTERS

Debt Collection Defense

This benefit provides Participants with negotiation with creditors for a repayment schedule, limiting creditor harassment, and representation in defense of any action for 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, 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 Company.

Personal Bankruptcy

This benefit 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 benefit does not include bankruptcy or Wage Earner petitions for any business in which the Employee or spouse may have an interest, and is not available if the Company is a creditor, even if the Employee or spouse chooses to reaffirm that specific debt.

Tax Audits

This service covers reviewing the tax returns and questions the IRS or a state or local taxing authority has concerning the Participant's tax return; negotiating with the agency; amending the returns; advising

the Participant on necessary documentation; and attending an IRS or a state or local taxing authority audit, if necessary. The service does not include prosecuting a claim for the return of overpaid taxes.

DEFENSE OF CIVIL LAWSUITS

Administrative Hearing Representation

This benefit 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 defense, paternity, support or custody matters or litigation of a job-related incident.

Civil Litigation Defense

This benefit covers the Participant for defense of civil proceedings in a trial court of general jurisdiction or before an administrative agency or a local, state, or federal agency. 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 defense, paternity, support or custody matters or litigation of a job-related incident.

Incompetency Defense

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

DOCUMENT PREPARATION

Affidavits

An affidavit is a sworn written statement generally witnessed by a notary public. This benefit covers preparation of an affidavit where the Participant is the person making the statement.

Deeds

This benefit includes the preparation of any deed for which the Participant is either the grantor or grantee.

Demand Letters

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

Document Review

Any personal legal document of the Participant will be reviewed by a Plan Attorney.

Mortgages

This benefit includes the preparation of any mortgage for which the Participant is the mortgagor.

Notes

This benefit includes the preparation of any promissory note for which the Participant is the payor or payee.

FAMILY LAW

Name Change

This benefit 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(e) 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(e) must have separate counsel or must waive representation.

Protection from Domestic Violence

This benefit 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, nor does it include representation for the offender.

Uncontested Divorce

This benefit is available to the Employee only, not to a spouse or dependents, and only applies as long as the spouse does not hire an attorney or file a responsive pleading that contests any portion of the divorce. This service includes preparing and filing all necessary pleadings and affidavits, and drafting settlement agreements as well as representation at an uncontested hearing for a divorce. If a divorce is contested, i.e., the spouse has an attorney or the spouse has filed a responsive pleading, the Employee must pay all legal fees. This benefit cannot be used as a "credit" toward a contested divorce. This benefit does not include disputes which arise after the issuance of a divorce decree.

Uncontested Adoption

All uncontested governmental agency and step-parent adoptions are fully covered for the Employee and spouse. If an adoption becomes contested, the Employee or spouse must pay all additional legal fees.

Uncontested Guardianship or Conservatorship

This service covers establishing a guardianship or conservatorship over a person and his or her estate by the Employee or spouse. It includes obtaining a temporary guardianship or conservatorship if necessary, 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 benefit does not include representation of the person over whom guardianship or conservatorship is sought, or any proceedings involving annual accountings once guardianship or conservatorship has been established.

PERSONAL INJURY

Personal Injury

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

REAL ESTATE MATTERS

Eviction Defense (Tenant Only)

This benefit provides representation for the Participant as a residential tenant, in case of eviction, up to and including a trial defense, if necessary.

Refinancing of Home

This benefit includes the review or preparation, by an attorney representing the Participant, of all relevant documents (including the mortgage, deed and documents pertaining to title, insurance, recordation and taxation), which are involved in the refinancing of a Participant's primary residence. 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 benefit.

Sale or Purchase of Home

This benefit includes the review or preparation, by an attorney representing the Participant, of all relevant documents (including the purchase agreement, mortgage, 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, rental property or property held for business or investment. Home equity loans are not included under this benefit.

Tenant Negotiations

This service assists the Participant as a tenant with matters involving leases, security deposits or other disputes with a residential landlord. It does not include representation in a lawsuit.

TRAFFIC AND CRIMINAL MATTERS

Juvenile Court Defense

This benefit covers representation of an Employee's dependent child in any juvenile court matter, provided there is no conflict of interest with the Employee, in which case this benefit does not apply.

Traffic Ticket Defense (No DUI)

This benefit covers representation of the Participant in defense of any traffic ticket except driving under influence charge, including court hearings, negotiation with the prosecutor and trial. It also covers representation in proceedings to restore a driving license, except where the license suspension was the result of any driving under influence charge.

WILLS AND ESTATE PLANNING

Living Trusts

This benefit includes the preparation of living trusts for the Participant. It does not include tax planning.

Living Wills

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

Powers of Attorney

This benefit includes the preparation of any power of attorney when the Participant is granting the power.

Probate

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

Wills and Codicils

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

EXCLUSIONS

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

- Payment made to a third party such as costs, witness fees, filing fees or fines;
- Appeals or class actions;
- Business, farm, patent or copyright matters;
- Matters for which you are or have been receiving legal services before you received an Authorization Number;
- Matters or disputes involving the Company, Hyatt Legal Plans, MetLife or a Plan Attorney;
- Matters concerning employment including Company and statutory benefits.

Eligibility

You are eligible to participate in the plan if you are a regularly scheduled full-time or part-time employee, as defined by your Trinity Health Ministry Organization. Coverage will become effective after you satisfy the waiting period as defined by your Trinity Health Ministry Organization (MO).

Shown below is a list of dependents who are eligible for coverage under the plan. Upon enrollment in the plan, you will have 31 days to provide documentation to verify the eligibility of each of your covered dependents. Coverage for your dependents will remain in an "ineligible" status until appropriate documentation is provided. Failure to provide appropriate documentation within 31 days will result in the voluntary termination of coverage for your covered dependents.

Please note: If you and your legal spouse (legal spouses are those for whom the IRS recognizes as a legal spouse; common law marriage is excluded) are employed with any Trinity Health MO in a benefits-eligible position, you may either carry individual coverage as employees or one of you may cover the other as a dependent spouse. You and / or your spouse are not eligible to be covered as both an employee and a dependent under any Trinity Health plan. In addition, if both you and your

spouse are covered as employees under a Trinity Health plan, only one of you may cover dependent children.

Dependent Spouse

A dependent spouse is eligible for coverage under the plan provided they meet of the following criteria:

- The person is legally married to you. Legal spouses are those for whom the IRS recognizes as a legal spouse; common law marriage is excluded.
- The person is not otherwise covered under any Trinity Health plan.

Dependent Children by Birth, Marriage, Adoption, Legal Guardianship or Qualified Medical Child Support Order (QMCSO)

Dependent children are eligible for coverage under the plan through the end of the calendar year in which they turn age 19, provided they meet all of the following criteria:

- They are unmarried.
- They are the natural, legally adopted or court appointed dependent child of either you and / or your legal spouse (legal spouses are those for whom the IRS recognizes as a legal spouse; common law marriage is excluded).
- They are not otherwise covered under any Trinity Health plan.

Dependent children are eligible for coverage under the plan through the end of the calendar year in which they turn age 24, provided they *also* meet all of the following criteria:

- They meet the IRS definition of a Qualifying Child (does not include qualified child(ren) who are not otherwise covered as described above). A Qualifying Child is one who:
 - ✓ Is enrolled as a full-time student at least five months of the year,
 - ✓ Has the same principal residence as the employee for more than half of the tax year (exceptions apply in certain cases, such as divorce / separation situations, college attendance, etc.), and
 - ✓ Is receiving more than one-half of his / her support from you and / or your legal spouse (legal spouses are those for whom the IRS recognizes as a legal spouse; common law marriage is excluded).

Dependent children who are legally disabled are eligible for coverage beyond age 24, provided they *also* meet all of the following criteria:

- They are enrolled in a creditable plan prior their 19th or 24th birthday, and
- They are deemed legally disabled by mental or physical incapacity prior to their 19th or 24th birthday.

Who Is Not Eligible For Coverage

- Your common law spouse;
- Your legal spouse and / or dependent child(ren) if covered under any Trinity Health plan as an employee or dependent;

- Any individual who begins active service in the armed forces of any country, unless coverage is continued as provided under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), and
- Any individual who does not meet the definition of an employee or dependent as described in the section of the Summary Plan Description titled “Who Is Eligible For Coverage.”

ENROLLMENT

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

WHEN COVERAGE BEGINS

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

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

If you were hired after an enrollment period, the first day of the month following your benefits eligibility waiting period.

WHEN COVERAGE ENDS

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

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

AMENDMENT OR TERMINATION

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

ADMINISTRATION AND FUNDING

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

COST OF THE PLAN

The employee pays for the cost of the Plan through after-tax payroll deductions, based on your enrollment choice.

PLAN CONFIDENTIALITY, ETHICS AND INDEPENDENT JUDGMENT

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

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

You should understand that the Plan has no liability for the conduct of any Plan Attorney. You have the right to file a complaint with the state bar concerning attorney conduct pursuant to the Plan.

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 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.

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 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 dependents are involved in a dispute with another eligible employee or that employee's dependents, Hyatt Legal Plans will arrange for legal representation with independent and separate counsel for both parties.

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

DENIAL OF BENEFITS AND APPEAL PROCEDURES

Denials of Eligibility

Hyatt verifies eligibility using information provided by Trinity Health. When you call for services, you will be advised if you are ineligible and Hyatt Legal Plans will contact Trinity Health 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:

Trinity Health
34605 Twelve Mile Road
Farmington Hills, MI 48331

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

Denials of Coverage

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

Hyatt Legal Plans, Inc.
Director of Administration
Eaton Center 1111 Superior Avenue
Suite 800
Cleveland, Ohio 44114-2518

The Director will issue Hyatt Legal Plans' final determination within 30 days of receiving your letter. This determination will include the reasons for the denial with reference to the specific Plan provisions on which the denial is based and a description of any additional information that might cause Hyatt Legal Plans to reconsider the decision, and an explanation of the review procedure.

YOUR ERISA RIGHTS

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

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

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA. If your claim for a welfare benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Plan review and consider your claim. Under ERISA, there are steps you can take to enforce the above rights. If you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$100 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you lose, the court may order you to pay these costs and fees, for example if it finds your claim is frivolous. If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest Area Office of the U.S. Labor Management Services Administration, U.S. Department of Labor.

PLAN INFORMATION

Name of Plan: The Trinity Health Legal Plan

Plan Sponsor: Trinity Health

Type of Plan: Welfare Benefit Plan for pre-paid legal services

Plan Administrator:

Trinity Health
34605 Twelve Mile Road
Farmington Hills, MI 48331

Agent for Service of Legal Process: Plan Administrator

Provider of Benefits:

Hyatt Legal Plans, Inc.
Eaton Center 1111 Superior Avenue
Suite 800
Cleveland, Ohio 44114-2518
1-800-821-6400

Plan Identification Number: 505

Sponsor's Employer Identification Number: 35-1443425

Effective Date: January 1

Plan Year: January to December

Plan Funding: The Plan is an insured. The cost of the plan is paid by the employee on an after tax basis.

Eligible Participants: Please refer to the eligibility information section.

If you are having any kind of problem, please call Hyatt Legal Plans at 1-800-821-6400. A Hyatt Legal Plans representative will help you solve the problem to your satisfaction.