

BEFORE THE SUPREME COURT OF OHIO

FROM THE BOARD OF COMMISSIONERS ON THE UNAUTHORIZED
PRACTICE OF LAW CASE NO UPL 02-10

COLUMBUS BAR ASSOCIATION,
Relator,

v

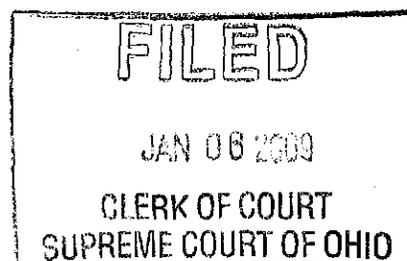
AMERICAN FAMILY PREPAID LEGAL CORPORATION, ET AL.,
Respondents

**MOTION OF RESPONDENTS AFPLC, HMISI, AND JEFFREY NORMAN
FOR LEAVE TO SUPPLEMENT TO RECORD TO ADDRESS
MISSTATEMENTS IN RELATORS SUPPLEMENTS TO THE RECORD**

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Leetonia, Ohio 44431

Pro Se Respondent

Dennis Quinlan
1367 Pine Valley Court
Ann Arbor, Michigan 48104-6711

Pro Se Respondent

BEFORE THE OHIO SUPREME COURT

COLUMBUS BAR ASSOCIATION	*	Case No. 05-422
	*	
Realtor	*	From the UPL Board
	*	Case No. UPL 02-10
	*	
	*	
-vs-	*	Andrew R. Bucher
	*	(0082931)
	*	Attorney for Respondents, AFPLC,
	*	HMISI, and Jeffery Norman
American Family Prepaid Legal Corp. Et al.	*	204 Justice Street
	*	Fremont, Ohio 43420
Respondents	*	Phone: 419.355.0108
	*	Fax: 419.355.0622
	*	<u>Andrew.Bucher@hotmail.com</u>
	*	

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**MOTION OF RESPONDENTS AFPLC, HMISI, AND JEFFREY NORMAN  
FOR LEAVE TO SUPPLEMENT TO RECORD TO ADDRESS  
MISSTATEMENTS IN RELATORS SUPPLEMENTS TO THE RECORD**

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Pursuant to Rule XIV(4) of the Supreme Court Rules of Practice, Respondents J. Norman, HMISI, and AFPLC, by and through counsel, hereby moves the court for leave to supplement the record in order to address certain misstatements made by Relator in their supplemental material which was added to the record in this case. Specifically, Respondents respectfully requests leave to supplement the record herein with the attached documents (Exhibit "A") which are properly authenticated by the accompanying affidavit (Exhibit B) that directly,

clearly, and unequivocally rebut the assertion of Relator that Respondents continued to conduct business after July 13th, 2007, as “evidenced” by the complaint of Lula Rockwell alleging that she purchased “professional services” from AFPLC on June 29th, 2008. The attached documents display that she was in fact a paying member of AFPLC, but that payment was made and membership status granted in August of 2006. The basis for this motion is specifically set forth in the attached Memorandum in Support.

Respectfully Submitted,



Andrew R. Bucher
(0082931)
Counsel of Record for Respondents
HMISI, AFPLC, and Jeffery Norman
Reinheimer & Reinheimer
204 Justice St.
Fremont, OH 43420
P: 419.355.0108
F: 419.355.0622

MEMORANDUM IN SUPPORT

I. Relator's Allegation that AFPLC sold a legal plan to Lula Rockwell on June 29th, 2008 is false as evidenced by Lula Rockwell's signed and dated membership agreement.

In their Motion to Supplement The Record, Relator CBA claims that Lula Rockwell Purchased a Legal Plan from AFPLC for \$2400.00 on June 29th, 2008 after Respondents "claimed" they had ceased operations in compliance with the Court's Order and that this displayed that Respondents "Completely Misrepresented To This Court The State Of Their Ongoing Ohio Trust Mill Operations." and supported the assertion that "nothing short of comprehensive injunctive relief will suffice to end the trust mill operated by Respondents." (*See Relators Memorandum in Support of Motion to Supplement the Record pp. 1-2*) when they filed their joint objections with this Court. However, as is routine with the Relators "evidence" in this matter, these zealous assertions are based upon faulty facts. The documents proffered here, with which Respondents seek leave to supplement the record, demonstrate that Lula Rockwell was indeed an AFPLC member and that she purchased that membership on August, 7, 2006, prior to the cessation of operations as represented to this Court by Respondents. This Court has previously recognized that it is appropriate to supplement the record in proceedings after one of its boards of commissioners issued a final report. *In re. Application of Manayan*, 102 Ohio St.3d 109, 2004-Ohio-1804. Further, because this Court permitted Relator to supplement the record with erroneous information on the strength of *Manayan*, it is only appropriate to allow respondents an opportunity to correct the record. Alternatively, Respondents contend that this Court should reopen discovery in this matter so that both sides are given an appropriate opportunity to investigate these further allegations in the appropriate manner, through civil

discovery, so as to preclude untested allegations and erroneous “evidence” being made apart of the record.

II. Conclusion

The clear evidence provided by Respondents displays the incorrect assertion of Relator regarding the “ongoing trust mill” they allege Respondents Operate and similarly rebut the assertion that only “comprehensive injunctive relief will suffice to end the trust mill operated by Respondents” indeed, the business death penalty is not warranted. No legal plans have been sold in Ohio after July 13th, 2007, just as Respondents have previously represented to this Court. Further, it is proper for discovery to be reopened in this matter not only to preclude supplementing the record with “evidence” which is patently false, but to prevent the precious time before the court during Oral Argument to be spent on these matters.

Respectfully Submitted,



Andrew R. Bucher
(0082931)
Counsel of Record for Respondents
HMISI, AFPLC, and Jeffery Norman
Reinheimer & Reinheimer
204 Justice St.
Fremont, OH 43420
P: 419.355.0108
F: 419.355.0622

CERTIFICATION

A copy of the foregoing Motion for Leave to Supplement, was mailed to the following by First Class U.S. Mail, postage prepaid on the 5th day of January, 2009.

Bruce A. Campbell, Esq., Columbus Bar Association, 175 South Third Street, Suite 1100, Columbus, Ohio, 43215; Susan B. Christoff, Esq., Board on the Authorized Practice of Law, The Supreme Court of Ohio, 65 South Front Street, 5th Floor, Columbus, Ohio, 43215-3431; Joyce Edelman, Attorney for Relator, Porter, Wright, Morris & Arthur, LLP, 41 South High Street, Columbus, Ohio, 43215; John N. MacKay, Attorney for OSBA, Shumaker, Loop & Kendrick, LLP, 1000 Jackson Street, Toledo, Ohio, 43604; Eugene P. Whetzel, General Counsel, OSBA, Ohio State Bar Association, 1700 Lake Shore Drive, Columbus, Ohio, 43204; Christopher J. Moore, Attorney for Respondents, Joseph Hamel and Timothy Holmes, Moore & Scribner, 3700 Massillon Road, Suite 380, Uniontown, Ohio, 44685; James P. Tyack, Attorney for Respondent, Adam Hyers, 536 South High Street, Columbus, Ohio, 43215; Stanley Norman, 12 Bordeaux, Coto De Caza, California 92679; Jeff Alten, 25302 Wolf Road, Bay Village, Ohio, 44140; William Downs, 1682 Lexington Drive, Lancaster, Ohio, 43130; Joseph Ehlinger, 127 19th Street, Findlay, Ohio, 45840; Luther Mack Gordon, 3420 Sodom Road, Casstown, Ohio, 45313; Steve Grote, 4941 N. Arbor Woods Court, Apt. 302, Cincinnati, Ohio, 45248; David Helbert, 195 Beachwood Avenue, Avon Lake, Ohio, 44012; Samuel Jackson, 7789 Windward Drive, Massillon, Ohio, 44646; Harold Miller, 4083 Guston Place, Gahanna, Ohio, 43230; Chris Miller, 295 Laurel Lane, Pataskala, Ohio, 43062; Paul Morrison, 8580 State Route 588, P.O. Box 361, Rio Grande, Ohio, 45674; Eric Peterson, 5014 Marigold Way, Greensboro, North Carolina 27410-82098; Jack Riblett, 952 South Brinker Avenue, Columbus, Ohio, 43204; Richard Rompala, 19559 Echo Drive, Strongsville, Ohio, 44149; Daniel Roundtree, 1273 Serenity Lane, Worthington, Ohio, 43085; Vern Schmit, 1024 Josiah Morris Road, London, Ohio, 43140; Alexander Schlop, 2090 State Route 725, Spring Valley, Ohio, 453709; Jerrold Smith, 152 Elm Street, Ravenna, Ohio, 44266; Patricia Soos, 3037 Lisbon-Canfield Road, Leetonia, Ohio, 44431; Anthony Sullivan, 1587 Ringfield Drive, Galloway, Ohio, 43119; and Dennis Quinlan, 1267 Pine Valley Court, Ann Arbor, Michigan, 48104-6711.



Andrew R. Bucher
Attorney for AFPLC, HMISI and
Jeffery Norman

American Family Legal Plan

Membership Agreement - Authorization Disclosures & Receipt

Member's Name (Please Print) <i>Lula M. Rockwell</i>	Membership Fee <i>2470⁰⁰</i>	Additional Deed(s) Costs* In State _____ x \$ 75.00 Out of State _____ x \$ 100.00	Title Search Costs _____ x \$30.00
Spouse's Name (Please Print) _____	Total Charges <i>2470⁰⁰</i>	Amount Collected <i>2470⁰⁰</i>	Balance Due Upon Delivery <i>— 0 —</i>
Street Address <i>2517 Chesterhill Dr.</i>	Payment Method <input checked="" type="checkbox"/> Check <input type="checkbox"/> Credit Card <input type="checkbox"/> Money Order <input type="checkbox"/> Cash		
City, State and Zip Code <i>Cinti, OHIO 45231</i>	Credit Card Type & Number <input type="checkbox"/> M/C <input type="checkbox"/> Visa <input type="checkbox"/> Amex <input type="checkbox"/> Discover		Credit Card Expiration Date
Home Phone (Please include area code) <i>513-851-5113</i>	Work Phone (Please include area code) _____	Representative's Name, State & Office (Please Print) <i>Randy S. Davis, Ohio</i>	

*First In State Deed Included In Membership Fee

Agreement (For Membership Services)

1. You are hiring American Family Legal Plan to provide you access to legal services in connection with the preparation of estate planning documents and those benefits and services stated in your American Family Legal Plan "Guide to Benefits, Privileges and Plan Services". Actual legal services are performed by an independent plan attorney, not by American Family, nor any agent or employee of American Family. The Membership Fee shall be as indicated above. If Credit Card Payment Method is selected, you authorize American Family Legal Plan to collect any balance due upon delivery of documents via credit card referenced above.
2. You agree and understand that the Representative is not an attorney, paralegal or certified tax authority, and you have been advised that you should always consult an attorney for legal advice and/or a tax accountant for tax advice.
3. As a benefit of your membership in the American Family Legal Plan, your Plan Attorney will provide specific services at no additional fees, including consultation regarding, and if appropriate, the preparation of Estate Planning Documents, such as wills, powers of attorney, trusts (testamentary, inter vivos or special needs trusts), and advanced directives to medical authorities.
4. Your estate planning documents are being prepared as a function of your membership in the American Family Legal Plan.
5. A plan attorney will conduct a phone consultation with you to collect information from the estate planning worksheet, collect any additional information needed, answer any legal questions, and determine the appropriateness of the documents to be prepared for you. All documents prepared are under the direct supervision and control of the plan attorney.
6. You understand that any documents prepared by your Plan Attorney will not alter or reduce your personal income taxes or provide insulation from creditors, and that no such representation has been made to you by any American Family Legal Plan Representative.
7. Any communications from the member and his or her spouse to the representative of American Family Legal Plan are not protected by attorney client privilege. All information disclosed to the representative or to a participating attorney will be freely disclosed to the member's spouse and no information will be kept confidential as between the spouses. Should a member become involved in a lawsuit or legal dispute against his or her spouse, neither spouse will be able to invoke the attorney-client privilege as to any communications made by or to any American Family Legal Plan participating attorney in the course of the joint representation and the attorney may be required to disclose that information. The attorney client privilege may be available to resist compelled disclosure sought by third parties of confidential communications made to the attorney and not otherwise disclosed.
8. In order to implement complete and comprehensive estate planning services, your signature below authorizes American Family Legal Plan to obtain non-legal confidential and financial information and to disclose such information to service providers. These service providers may or may not be employees of the plan, attorneys, or businesses associated with or employed by the plan, some of which may be licensed insurance or securities representatives. The information may be used by these service providers to make suitability determinations for insurance and/or other related products.

By signing below, I/we hereby agree to be bound and acknowledge receipt of the American Family Legal Plan "Guide to Benefits, Privileges and Plan Services".

YOU, THE BUYER MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

Lula M. Rockwell

Member's Signature

Spouse's Signature

Randy S. Davis

Representative's Signature

8/1/06

Date

Information Questionnaire

Date: 8/2/04 Representative: Randy Siciliano

Application Status: [X] Single [] Married

[] Mr. [] Mrs. [] Ms. [] Miss MEMBER

Lula M. Rockwell Date Of Birth: 10-7-34

Street Address: 2577 Chesterhill Dn. E-Mail Address

City: Cincinnati, OH 10 State: OH Zip: 45231 County: Hamilton

Home Phone (Include Area Code): 513-851-5113 Work Phone (Include Area Code)

Marital Status: [] Married [] Single [] Divorced [X] Widowed U.S. Citizen: [] Yes [] No

[] Mr. [] Mrs. [] Ms. [] Miss SPOUSE

(First, Middle, Last) Date Of Birth

Street Address [] Same As Member's E-Mail Address

City State Zip County

U.S. Citizen: [] Yes [] No

Do You Own Real Property? [X] Yes [] No

If Yes: Total number of in-state properties (including principle residence) 2

Total number of out-of-state properties 0

Total number of Deeds of Trust 2

Approximate Value Of All Real Property \$ 1st Home 2nd Home 150,000.00 + 85,000.00 = 235,000.00

Approximate Value Of All Liquid Assets \$ Will Tell Attorney

Total Approximate Estate Value \$

Copies Of Existing Member's Documents Collected For Plan Attorney's Review: (If requested by Member)

[] Number Of Deeds [] Other

Real Property Addresses

In-State Real Estate: (Include Residence, Time-Shares, Investment Properties)

Deceased Spouse Or Relative on Deed or Title? Yes No If Yes, Name: _____

- 1) Name(s) Currently On Title Lula M. Rockwell
 Street 2517 Chestnut Hill City Cinti County Hamilton
 State OHIO Zip 45231 Permanent Parcel No. _____
- 2) Name(s) Currently On Title Lula M. Rockwell
 Street 1923 Blue Hill City Cinti County Hamilton
 State OHIO Zip 45240 Permanent Parcel No. _____
- 3) Name(s) Currently On Title _____
 Street _____ City _____ County _____
 State _____ Zip _____ Permanent Parcel No. _____
- 4) Name(s) Currently On Title _____
 Street _____ City _____ County _____
 State _____ Zip _____ Permanent Parcel No. _____
- 5) Name(s) Currently On Title _____
 Street _____ City _____ County _____
 State _____ Zip _____ Permanent Parcel No. _____

Real Estate In Other States:

- 1) Name(s) Currently On Title _____
 Street _____ City _____ County _____
 State _____ Zip _____ Permanent Parcel No. _____
- 2) Name(s) Currently On Title _____
 Street _____ City _____ County _____
 State _____ Zip _____ Permanent Parcel No. _____
- 3) Name(s) Currently On Title _____
 Street _____ City _____ County _____
 State _____ Zip _____ Permanent Parcel No. _____
- 4) Name(s) Currently On Title _____
 Street _____ City _____ County _____
 State _____ Zip _____ Permanent Parcel No. _____

Mortgages (Or Deeds of Trust) Payable To You:

Name Of Mortgagor _____ Permanent Parcel No. _____
 Address Of Real Estate _____ County _____

**Plan Attorney
Disclosure and Acknowledgement**

Notary, Delivery & Related Services:

If you selected convenient in-home delivery, be advised that our law office has a relationship with Heritage Marketing & Insurance Services, Inc. for delivery of your completed documents. The Representatives are independent contractors who are notaries and are licensed insurance representatives with expertise in financial planning products for use in estate planning. Our law office has no interest in any insurance or financial products and will receive nothing in the event you should determine to include them in your estate planning. The Representative will bring you your estate planning documents and may witness and/or notarize your signatures. The Representative is not an employee of our law office, but is obligated to maintain the confidentiality of your information. If you have any questions concerning the documents or legal issues pertaining thereto you can call our law office at anytime. The Representative who brings the documents may go over the possibilities with you in regard to certain insurance or financial products. You are under no obligation of any sort to agree with or to obtain or use any of the insurance or financial products, which may be recommended by the Representative. As discussed above, our law office has no financial interest in this aspect of your estate plan and cannot recommend one way or the other as to whether you should use the Representative's service(s) in this regard other than for notarial services. These services may be available from other sources. You are advised to seek counsel from a financial advisor in this regard. You acknowledge, by your signature below, that you have completely read, understand, and agree with the elements and aspects of this paragraph entitled "Notary, Delivery & Related Services."

**Real Property Transfer
Document Acknowledgement / Receipt**

In order to assist our law office with its full service commitment of evaluating your estate planning needs, a copy of your most recent property (or properties) ownership documents will need to be forwarded directly to our office. These ownership documents include, but are not limited to, copies of deeds, deeds of trusts, and if applicable, certified copies of death certificates of any persons listed on the deeds that have passed on. You can use the envelope provided with the American Family application materials. Upon receipt of these copies, our office may prepare, if necessary, new documents for recording and transfer. The new completed transfer documents will be presented to you for your signature upon delivery. In addition, our office will send your new documents, on your behalf, to the designated county office for recording. You may incur a small additional processing recording fee, charged by the county recorder's office, to transfer the new documents. Upon delivery of your new documents, the delivery representative will advise you of, and collect from you, the amount of any small additional county recorder fees that you may incur. **For your protection, our law office will not complete and deliver any estate planning documents before receiving all copies of your ownership documents.**

Please Initial Any of the Following Applicable Options:

_____ I/We have placed in the provided envelope and given possession to the Representative at the time of this application, copies of _____ set (or "sets") of ownership documents for the addresses listed on page number two of the Estate Planning Worksheet.

_____ I/We will locate and mail to the law office copies of 2 set (or "sets") of ownership documents for the addresses listed on page number two of the Estate Planning Worksheet. I/We understand that if the law office does not receive the mailed copies within 10 days from the date of this form, I/We authorize American Family Legal Plan to obtain copies of the ownership documents at an additional fee of \$30.00 for each set (in addition to any applicable deed costs, if any). I/We also understand that any additional fee will be due and payable upon delivery of the new documents.

_____ I/We do not have, or will be unable to locate, all necessary ownership documents for the addresses listed on page number two of the Estate Planning Worksheet. Please assist me/us in locating copies of _____ set (or "sets") of ownership documents. I/We understand that an additional service fee of \$30.00 for each set of ownership documents will be charged (in addition to any applicable deed costs, if any) by American Family Legal Plan.

Lula Rockwell
Client's Signature

Spouse's Signature

[Signature]
Representative's Signature

8/7/06
Date

Debra M. Rockwell
Client Name

Spouse Name

1/10/07
Date

Re: Estate Planning Services of my firm - Fee and Engagement Agreement

Dear Mr/Mrs/Ms:

I am delighted that you, as a member of the American Family Legal Plan, have chosen to retain my firm to represent you in connection with your estate planning. As a member of the American Family Legal Plan you are entitled to certain legal services at no cost and discounts on other legal services. This agreement relates to matters involving estate planning only. This agreement does not cover other services rendered to you in conjunction with your membership in American Family Legal Plan. Those services are identified in American Family's "Guide to Benefits, Privileges and Plan Services".

Engagement:

You have selected our firm to provide estate-planning services on your behalf. Estate planning services typically include some or all of the following services:

1. Compilation of pertinent data relating to your personal and family status, income, expenses, assets and liabilities, your potential as a recipient of future gifts and bequests from others and your estate planning needs and intentions. Review and analysis of documents and other information that you or your advisors provide us, including wills, trusts, real property deeds, assignments, insurance policies, employee benefit plans, agreements relating to any businesses owned by or employing you, pre-nuptial or post nuptial property agreements, and agreements incident to the termination of prior marriages, if any, as well as Powers of Attorney and powers of appointment and other powers under the estate plans of others.
2. Analysis of the impact of state and federal income, gift, death, estate or inheritance taxes (including the generation-skipping transfer tax), debts and other expenses of estate or trust administration upon the desired disposition of your estate.
3. Preparation of the legal documents necessary to implement your desired estate plan, as agreed, including one or more of the following: wills, powers of attorney for (a) property management and (b) health care, revocable trusts, partnerships, real property deeds, stock and bond assignments and letters of instruction. Explanation of the tax and legal and practical ramifications of the documents we prepare for you. Provision for the execution of original documents, the recording of real property deeds and other documents and, if requested by you, conforming copies and distributing and safekeeping of documents, plus up to three hours of subsequent consultation should problems arise or questions occur following the execution of your estate planning documents, and if requested, assistance in transferring other assets to a trust or in changing beneficiaries of insurance policies, pensions, other investments or contractual rights in which a beneficiary is named, settlement of both spouses' estates, and providing counsel regarding the purchase of any investments which, should you agree, will be brought to your attention at the time you execute your estate planning documents. After discussing your estate plan with you, you would prefer any documents to be delivered and finalized in your home or received and executed in my law office. There is no charge to American Family plan members for convenient in-home delivery.

WE WILL NOT BE RESPONSIBLE FOR preparing or filing income tax returns or estate tax returns (Federal or State) or paying the recording fees for documents we produce or in transferring other assets to a trust or changing beneficiaries unless otherwise agreed. However, at your request at an hourly rate to be agreed upon at the time you request the services, we will work with your accountant or tax return preparer to assist in the preparation of such returns to the extent they relate to our estate planning services on your behalf, and provide the other services listed above.

Fees and Payment Terms:

The Rules of Professional Conduct require lawyers to disclose to clients at the beginning of a new engagement the basis and rate of the legal fees that the lawyer will charge. Because of your enrollment in American Family Legal Plan, my fee for my legal advice and drafting and execution of the necessary legal documents to create your estate plan, as described above, is considered paid in full in advance. You understand that American Family will not interfere with the attorney's professional judgment or with the attorney/client relationship. After completion of an estate plan, additional estate planning services including reasonable amendments to a trust and simple changes/alterations (codicils), will be performed at no additional charge. Charges relating to other areas of the law not directly related to estate planning will be covered under separate agreements consistent with the membership benefits as set forth in your agreement with American Family Legal Plan. If for any reason my firm does not stay affiliated with American Family, you will be given the option of choosing another American Family Legal Plan attorney or staying with my law firm.

Confidentiality of Information:

Of course, all of our conversations and the information provided to the firm by you will be privileged and protected from disclosure to third parties, except as specifically authorized by you. If you are planning an estate with a spouse, the joint representation means that information from one spouse must be made available to the other upon his or her request. You have provided certain financial planning information to an authorized representative of American Family Legal Plan. This information, while not confidential as between Attorney and Client, will not be revealed to unauthorized sources unless previously authorized by you.

Client's Duties:

You agree that you are a member in good standing of the American Family Legal Plan. You agree to be truthful with us in every way and that any financial and asset information provided to our law firm is, to the best of your knowledge, true and accurate. You understand that our law firm will not independently verify financial information provided by you and that you will expend a reasonable effort to insure that this information is current and accurate. You also agree to make yourself available for consultation and that you will provide us with your current address and telephone number and will advise us if you move or change telephone numbers.

Confirmation of the Agreement:

Please confirm your agreement to the terms of this engagement letter by signing it below, keeping a copy for yourself, and returning the original to us. Upon return of the original of this agreement to our office and its signature by an attorney, the retention will become complete. This agreement shall not be binding until approved and executed by an attorney from our office. An executed copy will be delivered to you. We will endeavor to represent you promptly and efficiently and we hope for a long and mutually satisfactory relationship. Be assured that in evaluating your needs, we will consider your individual profile, and all available estate planning options. By your signature below you agree to the terms of this letter of agreement for you and for any businesses or firms expected to pay fees, and your signature affirms that you have the authority to bind those businesses or firms.

I/We agree to have read this letter in its entirety, have been provided a copy of it, and approve, accept and freely agree to its terms by signing below.

Debra M. Rockwell
Client Signature

Spouse Signature

[Signature]
Witness Signature

(This Section - Law Office Use Only)

Attorney Name

Attorney Signature

Date

"EXHIBIT B"

STATE OF CALIFORNIA

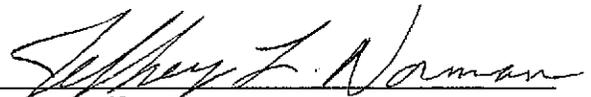
SS:

COUNTY OF ORANGE

Jeffrey Norman, being first duly sworn according to law states that he is a Respondent in this action, that he has personal knowledge of all matters set forth herein and is competent to testify thereto.

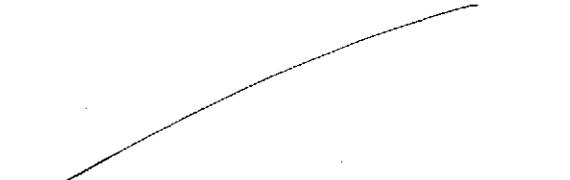
Affiant states that attached to this affidavit is a American Family Legal Plan Membership Agreement and information Questionnaire for Lula Rockwell which shows that Lula Rockwell purchased an American Family Legal Plan on August 7, 2006. This is contrary to the CBA's contention that Ms. Rockwell applied for the American Family Legal Plan on June 29, 2008.

Affiant further sayeth naught.



Jeffrey Norman

Sworn to before me and subscribed to in my presence this ____ day of December, 2008.



NOTARY
SEE ATTACHED 12/29/08 JH.

