



JOHN CHUNG LAW

PROTECT YOUR CAREER

JOHN CHUNG LAW

MEMBERSHIP AGREEMENT

SECTION I DEFINITIONS

1. “John Chung Law” – refers to the prepaid legal services agreement as set forth herein and any amendment thereto. The terms “John Chung Law” and “Program” shall be used interchangeably in this Membership Agreement.
2. “Member” – refers to any employee of the California Department of Corrections and Rehabilitation who is properly enrolled in the Program and current on membership dues.
3. “Affiliated Attorney” – refers to a licensed and experienced attorney selected by John Chung Law as needed and as provided for in this document to provide legal services under the Membership Agreement.
4. “Representation” - refers to the representation provided to the member by the Affiliated Attorney. Representation may include phone conferences, personal conferences, attendance at meetings, preparing correspondence, responding to correspondence, legal research, investigation, attendance at Administrative proceedings, attendance at any court proceeding and other services. Representation shall be offered to the member in accordance with the Membership Agreement based upon the professional judgment and opinion of the Affiliated Attorney.
5. “CDCR” – refers to the California Department of Corrections and Rehabilitation.
6. “State Personnel Board” – refers to the California State Personnel Board, also referred to as “SPB.” The SPB is the governmental entity that has jurisdiction over the state civil service system and disciplinary actions taken against employees of the California Department of Corrections and Rehabilitation.
7. “Continuous Membership Period” – refers to the period of time that a Member maintains uninterrupted months or years of membership in the Program. Any break in participation in the Program, whether intentional or unintentional, starts a new Continuous Membership Period.

SECTION II APPLICATION PROCESS

1. Member Eligibility Requirement

Any employee of the California Department of Corrections and Rehabilitation is eligible to be a member.

2. Initial Entitlement to Benefits

A qualified and eligible member shall be entitled to benefits of representation involving incidents which occur **after** all the following have occurred:

- a. Proper application to John Chung Law and completion of the online application, and
- b. Payment of membership dues.

3. Application

An application for participation in the Program shall be submitted by the Member to John Chung Law on the forms provided by John Chung Law;

- i. On Line Application

4. Required Payments

******* All payment transactions are handled through Paypal. It is the Member's sole responsibility to maintain proper funding through their PayPal account or credit/debit card(s) attached to their PayPal account.**

a. Payment Amount - The membership dues required to be entitled to services under the Program is a monthly fee of Fifty Dollars (\$50.00) or an annual fee of Five Hundred Dollars (\$500.00) for all Members who are employed by the California Department of Corrections and Rehabilitation.

b. Time of Payment - Payments as described in this section shall be made in full either on an annual basis which entitles the member to benefits, as otherwise described herein, for a period of twelve (12) calendar months from the date of Member's payment, or on a monthly basis provided the member pays by credit card, and provided the member has properly authorized automatic billing of the contracted amount each month to the credit card. Termination of a Member's participation in John Chung Law shall not result in any refund of any payment.

c. Method of Payment - payments shall be deemed to have been made on the date of the Member's on-line payment by credit card or on the date of the postmark on the envelope containing the payment, if made by U.S. Mail, provided it has been properly addressed to John Chung Law at its business office. The foregoing shall not apply, however, where payment is made by a check which is not honored by the bank upon which it was drawn, or upon a credit card payment that is later invalidated, contested or withdrawn.

5. Termination of Benefits

The Member's benefits shall automatically terminate or be limited as described in Section IV (Exclusions and Limitations) of the Membership Agreement, or shall automatically terminate for any occurrence as described herein. Member benefits shall terminate on the date of said occurrence and not necessarily upon the date that John Chung Law became aware of said occurrence. Accordingly, Member benefits shall automatically terminate as follows:

- a. After five (5) calendar days have passed from the time of non-payment of membership fees as described in this Section. Non-payment of membership fees includes failure of payment of dues caused by any problem with a member's credit card which prevents the automatic monthly or annual billing of dues to the member's credit card. Such problems include but are not limited to expiration of the credit card, attempted billing that result in the credit limit for the credit card being exceeded, or any change in the account number or any other information associated with the credit card. While John Chung Law will attempt to notify the member of any failed billing due to credit card problems, it is the **member's sole responsibility** to ensure that the credit card provided for the purpose of paying membership dues remains active, valid, and operational. If non-payment of dues and the automatic termination of John Chung Law benefits after the 5 day grace period following non-payment results from any problem with a member's credit card, the prior member will be afforded the opportunity to rejoin John Chung Law and obtain membership benefits by paying the required membership dues using a valid and operational credit card; however, any incidents which occur after 5 calendar days following non-payment of membership dues and before payment of membership dues resume, and which may lead to disciplinary action of any kind, will not be covered by the Program.
- b. When the Member becomes deceased in that no benefits as described herein shall pass to any other person or entity other than Member.

SECTION III BENEFITS

Subject to the exclusions and limitations set forth in the Membership Agreement, a Member is entitled to the benefits as described herein for which the Member is properly qualified under all of the Sections of the Membership Agreement.

1. The member shall be entitled to the following benefits and services:

- a. Consultation and representation during the course of any administrative investigation by the California Department of Corrections and Rehabilitation where the member has been designated as a "subject" of the investigation, including during any subject interview.
- b. Consultation and representation during the course of any administrative disciplinary proceeding including but not limited to the Skelly hearing, or subsequent appeal to the SPB. Representation will be limited up to and including an evidentiary hearing and **will not** extend to (1) a petition for rehearing before the SPB or (2) a Writ before the Superior Court of California initiated by CDCR or the Member.

- c. Consultation and representation during any criminal investigation by the California Department of Corrections and Rehabilitation where the member is noticed as a subject. The scope of the representation during the criminal investigation will be limited to representation during any interview or attempted interview of the Member by the California Department of Corrections and Rehabilitation. Any criminal investigation conducted by any other law enforcement agency is outside the scope of this Section and is not a benefit of the Program. If the outside criminal investigation leads to any type of administrative investigation or administrative disciplinary action, the Member is entitled to the benefits listed in Section III, Subsections 1(a) and (b) above.
- d. Participation in the Member Discount Program as described in Section VIII.

2. Costs

Investigation costs, expert witness costs, transcript costs and other costs shall be made in the sole discretion and based upon the professional judgment of the Affiliated Attorney.

SECTION IV EXCLUSIONS AND LIMITATIONS

In addition to the exclusions and limitations set forth elsewhere in this Membership Agreement, the benefits under the Program shall be subject to the following exclusions and limitations:

1. Incidents occurring outside of California

Any incident occurring outside the borders of the State of California shall be excluded from benefits under the Membership Agreement. This exclusion shall not apply for incidents that occur beyond California if the incident occurs within the scope of Member's employment duties.

2. Incidents occurring prior to or after membership.

Any incident occurring either prior to or following the time period an eligible member is entitled to benefits, as described in Section II of this Membership Agreement, is expressly excluded from coverage under the Program.

3. Other Legal Matters

Benefits under the Program are extended for the purposes as described in Section III of the Membership Agreement. No benefit shall be provided under the Program for any other type of legal matter not specifically described herein including, but not limited to any and all civil matters, criminal prosecutions, labor matters, workers' compensation, personal injury, social security, unemployment, Equal Employment Opportunity investigations, retirement matters, Petitions for Rehearing, Writs of Mandamus, and any other type of legal matter.

**SECTION V
NOTIFICATION PROCEDURES**

1. Member's Duty to Notify John Chung Law

A Member shall be obligated to promptly notify John Chung Law of any "notice of subject interview" or "notice of investigation" made known to the member by the California Department of Corrections and Rehabilitation. Failure to notify John Chung Law of any notice of interview or notice of investigation shall relieve John Chung Law of any obligation to provide representation.

2. Notification

A Member shall provide notification to John Chung Law as described above by calling or faxing John Chung Law toll-free at **(877) 989-CDCR (2327)**, by sending an email to **Help@JohnChungLaw.com**, or by sending a letter via U.S. Mail to the following:

**John Chung Law
2030 Main Street
Suite 1300
Irvine, CA 92614**

3. Affiliated Attorney

John Chung Law shall refer representation of a Member who is entitled to benefits to an Affiliated Attorney. In making such referral, John Chung Law shall select an Affiliated Attorney from the Law Offices of John Chung, or a licensed attorney from another firm who has been pre-screened to ensure sufficient expertise and experience. John Chung Law shall have sole discretion to select an Affiliated Attorney for a Member.

4. Conflict with Affiliated Attorneys

If a member unreasonably refuses representation by an Affiliated Attorney selected to represent Member or fails or refuses to accept the advice of the Affiliated Attorney, John Chung Law shall be free from further obligation to such Member to provide benefits. Such Member shall be free to employ alternative counsel at Member's own expense to represent Member.

**SECTION VI
MISCELLANEOUS**

1. Limitation of Rights

Neither the establishment of John Chung Law or the Program, nor any modification thereof, nor any creation of any fund or account, nor the payment of any benefits shall be construed as giving any Member or other person or legal entity any legal right of action or recourse against John Chung Law or its employees or agents.

2. Applicable Laws

The laws of the State of California shall control any and all disputes under the Membership Agreement.

3. Confidentiality

A provider of services to a Member pursuant to the Membership Agreement shall not divulge to third parties matters which a Member revealed to an Affiliated Attorney in confidence. An Affiliated Attorney shall, however, be entitled to provide information to other agents and employees of John Chung Law concerning the Member’s case. John Chung Law shall not reveal to any third party information it receives in confidence from a Member in the course of Member’s participation in the Program.

4. Independent Contractors

All Affiliated Attorneys and other providers of service are independent contractors and are not agents of John Chung Law.

5. Arbitration of Disputes

Any and all disputes arising under the Membership Agreement or any other dispute between a member and John Chung Law or its agents or employees shall be resolved through mandatory binding arbitration. By Member’s application and participation in the Program, a Member hereby agrees to mandatory binding arbitration for any future disputes with John Chung Law, its agents, or employees. A Member’s consent to mandatory binding arbitration of any future disputes between the Member and John Chung Law or its agents or employees is a pre-condition of acceptance of any person’s application for membership.

**SECTION VII
AMENDMENT AND TERMINATION**

John Chung Law expressly reserves the right, in its sole discretion, and with a minimum of 30 days notice:

1. To amend or terminate any benefit, even though such amendment or termination affects cases already accepted by John Chung Law;
2. To increase or decrease the rate of membership dues not yet paid or alter the method of payment;
3. To amend or rescind any other provision of this Membership Agreement.

 Print Name

 Date

 Signature