



LABORERS'
DISTRICT
COUNCIL
PREPAID
LEGAL
FUND
OF
PHILADELPHIA

SUMMARY PLAN DESCRIPTION

Reissued November 10, 2005

Effective January 2006

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Reissued November 10, 2005

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Laborers' District Council Prepaid Legal Fund

Telephone: (215) 236-2800

COLLECTIVE BARGAINING AGREEMENTS -

This Plan is maintained under several Collective Bargaining Agreements. Plan participants may obtain, upon written request to the Fund Office, copies of any such agreements, a list of employers and employee organizations sponsoring the Plan and information as to whether a particular employer or employee organization is a sponsor of the Plan, and if the employer is a Plan sponsor, the sponsor's address. Plan participants may examine such documents at the Fund Office and the Offices of the Laborers' District Council of the Metropolitan Area of Philadelphia and Vicinity.

The following collective bargaining agreements are agreements pursuant to which employers are obligated to contribute to the Fund:

1. Agreement between the Laborers' District Council of the Metropolitan Area of Philadelphia and Vicinity and the Contractors' Association of Eastern Pennsylvania covering Heavy and Highway Construction in Bucks, Chester, Delaware, Montgomery and Philadelphia Counties.
2. Agreement between the Laborers' District Council of the Metropolitan Area of Philadelphia and Vicinity and the Master Plasterers' Association.
3. Agreement between the Laborers' District Council of the Metropolitan Area of Philadelphia and Vicinity and the Building Industry Association of Philadelphia.
4. Agreement between the Laborers' District Council of the Metropolitan Area of Philadelphia and Vicinity and the General Building Contractors Association and Concrete Contractors Association covering Building and General Construction.
5. Agreement between the Laborers' District Council of the Metropolitan Area of Philadelphia and Vicinity and the Delaware Valley Landscape Contractors Association.
6. Agreement between the Laborers' District Council of the Metropolitan Area of Philadelphia and Vicinity and the Delaware Valley Insulation and Abatement Contractors Association, Inc.
7. Agreement between the Laborers' District Council of the Metropolitan Area of Philadelphia and Vicinity and the Employing Bricklayers Association of the Delaware Valley.
8. Agreement between the Laborers' District Council of the Metropolitan Area of Philadelphia and Vicinity and the Interior Finishers' Contractors Association.

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Dear Participants:

The Trustees of the Laborers' District Council Prepaid Legal Fund of Philadelphia (the "Fund") have prepared this booklet to help you and your dependents understand the benefits provided by the Fund and to explain your rights to such benefits. We urge you to read this booklet and to keep it for future reference.

The Plan is intended to provide you with legal consultation and with certain legal services. Certain limits and exclusions do apply, and we urge you to become familiar with both the services provided and those excluded. Limits have been placed on services primarily because the monies financing the Fund are limited, and such limited resources must be spent in ways considered most important to the majority of participants.

The Trustees have designated attorneys who will handle almost any legal problem which you or your dependents have, subject to the exclusions set forth in this booklet. The Trustees urge you to take advantage of the benefits provided.

We believe this booklet answers most of the questions you may have, but the Administrator's office of the Fund is available to answer any questions or to assist you in any way. The Trustees believe that the Fund will protect and advance the legal rights and interests of participants represented by the various local unions of the Laborers' District Council. We urge you to make use of the services provided by calling upon the attorneys whose names are listed in this booklet.

Sincerely,

Board of Trustees of the

Laborers' District Council Prepaid Legal Fund

**LABORERS’
DISTRICT COUNCIL
PREPAID LEGAL FUND**

**OPERATION
OF THE PLAN**

A. Trust Agreement

The Laborers’ District Council Prepaid Legal Fund (the “Fund”), was established November 1, 1983, pursuant to an Agreement and Declaration of Trust among the General Building Contractors Association, Inc., the Contractors’ Association of Eastern Pennsylvania, and the Laborers’ District Council for the Metropolitan Area of Philadelphia and Vicinity.

B. Purpose

The purpose of the Fund is to provide prepaid legal assistance to participants represented by the Laborers’ District Council. The Fund is managed by a Board of Trustees consisting of two union and two employer representatives. Benefits offered by the Fund are set forth in this Legal Fund Service Plan (the “Plan”). The operation of the Plan is financially supported by regular contributions made by contributing employers, pursuant to signed collective bargaining agreements. The collective bargaining agreements under which contributions are made to this Fund are listed at the front of this booklet.

C. Operation Generally

Under the Plan, services are rendered by designated attorneys (also referred to as cooperating attorneys) to eligible participants or their dependents, and the Fund is billed for such services according to the schedule of covered benefits as set forth herein. If participants or their dependents desire additional services beyond those listed as covered benefits, or services beyond the dollar limits set forth herein, they may agree with the designated attorney that they, the participants and/or dependents, shall be personally responsible for such additional services. The benefits described in this booklet are the only benefits covered by this Plan. Any other services desired or provided are the responsibility of the individual participant. The list of designated attorneys appears in this booklet on page 9.

The Administrator of the Fund is charged with day-to-day management of the Fund and implementation of the Plan, subject to review and approval by the Board of Trustees. The Fund’s offices are located at 661 North Board Street, Philadelphia, PA 19123.

D. Trustees' Decisions and Standard of Review

Only the Board of Trustees is authorized to interpret the Plan described in this booklet. Only the Board may give binding answers in the event of questions concerning eligibility or coverage, and then only if the Board is furnished with full and accurate information relevant to the issue presented. Neither employer representatives nor union representatives are authorized to interpret or change the Plan provisions, or to act in any other manner as an agent of the Board of Trustees. The decisions of and interpretations by the Board of Trustees shall be within their discretion and shall be final and binding on all participants and dependents and any other parties. In the event of an appeal to a court of competent jurisdiction, the standard of review shall be as established by the United States Supreme Court in *Firestone Tire & Rubber Co. v. Bruch*, 489 U.S. 101 (1989), namely, the Trustees' actions shall not be overturned unless arbitrary and capricious.

E. Plan Amendment and Termination

The Trustees intend to continue the Plan as described in this book indefinitely; however, this Plan may be amended or terminated at any time by the Trustees, who are the only persons with authority to amend the Plan, consistent with the provisions of the Trust Agreement. The procedure for amendment requires formal action by the Trustees in accordance with the Trust Agreement.

NOTE: Throughout this booklet, wherever the masculine gender appears, the feminine form applies equally and may be substituted.

DEFINITIONS OF TERMS

1. DEPENDENT - “Dependents” include the participant’s DEPENDENT SPOUSE and DEPENDENT CHILD –

2. DEPENDENT SPOUSE - The participant’s “dependent spouse” is any lawful husband or lawful wife who is recognized as a spouse in the state in which the eligible participant resides, excluding any spouse who is also a covered participant. A participant cannot claim as a dependent spouse one who is separated from the participant unless the participant provides 50% or more of the spouse’s financial support. The Fund may require documentary evidence (e.g., a valid marriage license) that the participant is married to the individual claimed as his or her spouse.

3. DEPENDENT CHILD - A participant’s “dependent child” is an unmarried child (including stepchild, legally adopted child, or foster child) who has not attained his/her 19th birthday, or 23rd birthday if attending an accredited school or college on a full-time basis, and who is dependent upon the participant for 50% or more of his/her financial support. The Fund may require certification of full-time student status from the administrative office of an accredited school. The Fund may also require a copy of the dependent child’s birth certificate and a current school transcript. A participant’s wholly dependent unmarried child who is physically or mentally incapable of self-support upon attainment of age 19 will continue to be a dependent child for purposes of this Fund, provided the participant furnishes the Fund Office with proof of such child’s incapacity/disability as certified by the attending physician before coverage terminates at age 19; such disability is subject to annual review.

4. DEFENDANT - The term “defendant” means the person sued in an action or lawsuit or the party against whom relief or recovery is sought in a lawsuit, administrative proceeding or other litigation.

5. PLAINTIFF - The term “plaintiff” means the person who sues or institutes an action in any court or other forum (such as an administrative agency) seeking a remedy for any financial claim or injury.

6. RESPONDENT - The term “respondent” means the party called upon to answer an appeal or a petition or bill in an administrative proceeding or equity action.

7. COOPERATING ATTORNEY - The term “cooperating attorney” refers to an attorney in one of the law firms designated by the Fund to provide services to covered participants who are represented by a particular local union.

8. CONTRIBUTING EMPLOYER - The term “contributing employer” means employers who make contributions to the Fund on behalf of participants pursuant to a signed Collective Bargaining Agreement.

9. PARTICIPANT – The term “participant” means an individual who has satisfied the eligibility requirements outlined in the next section of this Plan.

10. COLLECTIVE BARGAINING AGREEMENT – The term “collective bargaining agreement” means each agreement between the Laborers’ District Council of the Metropolitan Area of Philadelphia and Vicinity and a Contributing Employer which provides for contributions by the Contributing Employer to the Fund.

11. PETITIONER – The term “Petitioner” means one who presents a petition, or written request, to a court.

12. APPELLANT - The term “Appellant” means a party who takes an appeal from one court or jurisdiction to another.

13. APPELLEE - The term “Appellee” means the party against whom an appeal is taken.

ELIGIBILITY

Eligibility for benefits and coverage by the Plan is based on hours of active employment for which contributions by a signatory contributing employer have been made or are due to the Fund on your behalf pursuant to a signed Collective Bargaining Agreement. As described below, your initial and continued eligibility during each calendar quarter depends upon whether you worked the required number of hours during the preceding six month coverage period.

When you consult with a designated attorney, the attorney will confirm your eligibility for services under the Plan by contacting the office of the Administrator of the Fund. You will be asked to complete a Client Intake Sheet giving the attorney and the Fund all necessary information. The Administrator and the Board of Trustees alone may determine eligibility in the event of any questions, and both cooperating attorneys and participants are encouraged to request an eligibility decision before any representation is actually undertaken or work actually done.

The Fund will not pay benefits on behalf of any individual (or his or her dependents) ineligible for such benefits. Moreover, the Fund will not pay benefits in excess of the maximum dollar amounts set forth in this Plan. Any legal expenses incurred by individuals ineligible for benefits under this Plan, or for legal services not covered by the Plan, or in excess of the maximum dollar amounts set forth in this Plan, shall be the sole responsibility of the individual incurring such expenses.

1. ELIGIBILITY REQUIREMENTS FOR INDIVIDUALS EMPLOYED UNDER COLLECTIVE BARGAINING AGREEMENTS –

A participant who works 300 hours for which contributions by a contributing employer pursuant to a signed Collective Bargaining Agreement have been made or are due to the Fund on his/her behalf in the period from May 1st through October 31st, shall be eligible for benefits in the period from November 1st through April 30th. A participant who works 300 hours for which contributions by a contributing employer pursuant to a signed Collective Bargaining Agreement have been made or are due to the Fund on his/her behalf for the period November 1st through April 30th, shall be eligible for benefits for the period from May 1st through October 31st.

If a participant ceases to be eligible, because he/she worked less than 300 hours for which contributions were made on the participant's behalf within the previous six months, the Fund will provide full benefits for any ongoing matter already being handled by a designated attorney in accordance with the terms of the Plan.

2. ELIGIBILITY REQUIREMENTS FOR DEPENDENTS –

Your dependent spouse and dependent child or children become eligible for benefits when you become eligible and cease to be eligible when you do. If a participant ceases to be eligible because of his/her death, the participant's surviving dependents will retain their eligibility for the period during which the participant would have continued to be eligible had he/she lived. However, dependents will also cease to be eligible in the following circumstances:

- a. Any dependent who is in a full-time military, naval or air service of the United States or any other government is ineligible.
- b. Any child who is employed on a full-time basis is ineligible. A dependent who becomes an eligible participant of a contributing employer or obtains other full-time employment becomes ineligible.
- c. An individual who no longer meets the definition of a dependent, as stated above, becomes ineligible.

Some covered benefits under the Plan are limited to the covered participant or the participant and his/her dependent spouse. (By way of example, dependent children are ineligible for the Civil Action Bankruptcy Benefit, at page 13; the Domestic Relations Benefit, at page 19; the Document Preparation Benefit, at page 21; and the Real Estate Benefit, at page 22). Any limitation of this sort, which necessarily excludes other dependents from coverage for that item, is stated.

CHOOSING AN ATTORNEY

The Board of Trustees selects cooperating attorneys, usually upon recommendation from the local union. The Board and the designated attorney enter into an agreement called the Cooperating Attorney's Agreement, in which the designated attorney agrees to provide legal services to eligible participants under the terms and conditions of this Plan. The participant should contact the designated attorney related to the local union which represents him.

The benefits set forth in the Schedule of Benefits in this booklet will be provided to you or your dependent spouse and/or dependent children only by an attorney designated by the Fund.

THE FUND WILL NOT PAY FOR SERVICES RENDERED TO YOU OR YOUR DEPENDENTS BY AN ATTORNEY WHO IS NOT DESIGNATED BY THE TRUSTEES OF THE FUND AS A COOPERATING ATTORNEY. If you consult or are represented by an attorney of your choice who is not designated by the Fund, the Fund will not pay the benefits set forth in the schedule of benefits for legal fees incurred by you or your dependents.

THE FUND WILL NOT PAY MONEY TO YOU OR YOUR DEPENDENTS FOR ANY ALLEGED OR ACTUAL SELF-REPRESENTATION IN ANY MATTER THAT IS OTHERWISE COVERED UNDER THIS PLAN.

You are free to make your own arrangements with a cooperating attorney for services above and beyond those covered by the Plan as described in this booklet, or for services beyond the dollar limits set forth, however in such circumstances **YOU WILL BE PERSONALLY RESPONSIBLE FOR THE ATTORNEY'S FEES FOR SUCH NON-COVERED SERVICES, OR SERVICES IN EXCESS OF THE LIMITS.**

If you have any questions concerning which attorney to contact, call the Fund Administrator at 215-236-2800. In those situations where an attorney is required, other than those listed as cooperating attorneys, to handle a matter covered by the Plan, the Board of Trustees or its designated representative will consider and, where appropriate, approve payment of benefits to a non-cooperating attorney on a case-by-case basis.

The cooperating attorneys designated by the Trustees to provide the legal services are listed below.

LOCAL 57

Joel Every, Esquire
 Joel Every & Associates
 1500 Walnut Street, 5th Floor, Suite 502
 Philadelphia, PA 19102 215-546-4100

LOCAL 135

Robert C. Cohen, Esquire
 Law Offices of Robert C. Cohen
 225 Old Lancaster Road
 Bala Cynwyd, PA 19004 610-660-9630

LOCAL 332

Willie Lee Nattiel, Jr., Esquire
 Nattiel & Associates, P.C.
 1315 Walnut Street, Suite 732
 Philadelphia, PA 19107 215-545-7778

or

Paul Himmel, Esquire
 Freedman & Lorry, P.C.
 1601 Market Street, 2nd Floor
 Philadelphia, PA 19103 215-931-2529

or

5 Executive Campus, Suite 207
 Cherry Hill, NJ 08002

LOCAL 413

Michael T. Whitlow, Esquire
 Michael T. Whitlow, Esquire & Associates
 Attorneys at Law
 118 East Lincoln Highway
 Coatesville, PA 19320 610-380-1100

LIST OF COOPERATING ATTORNEYS

Each cooperating attorney provides services to Plan participants who are represented by the Local Union with which the Cooperating Attorney is associated, as set forth below. Participants will not be able to obtain the legal services provided for under this Plan from any attorney except the cooperating attorney associated with the Local Union that represents such participant unless otherwise specifically advised by the Administrator or the Board of Trustees. If you need a lawyer other than the cooperating attorney of your Local, the Prepaid Legal Fund requires that you use a cooperating attorney from another Local.

SCHEDULE OF BENEFITS

The description of benefits offered by the Plan set forth on the following pages is intended to be a full and complete description of available benefits and exclusions from coverage. However, if you or your attorney have any questions about coverage, you should contact the Administrator's office as soon as a question arises so that it may be promptly responded to by the Administrator or the Board of Trustees.

The Board of Trustees is solely responsible for establishing coverage and defining exclusions from coverage. Any matter about which the Administrator is uncertain will be referred to the Board for a response. The Plan provides only the benefits set forth herein and no other.

Cooperating Attorneys have been advised that they will not be paid for services not specifically covered in the schedule of Plan benefits.

Schedule of Benefits:

<u>Type of Benefit</u>	<u>Maximum Amount Paid</u>
Civil Action Plaintiff Benefit	\$2,000 per case/claim or amount in controversy, whichever is less
Civil Action Defendant Benefit	\$2,500 per case/claim
Civil Action Bankruptcy Benefit	\$3,000 (this is a one time lifetime benefit)
Criminal Action Benefit – Summary Offenses	\$2,000 renewable twelve (12) months after the full benefit amount has been exhausted
Criminal Action Benefit – Misdemeanor & Juvenile Matters	\$5,000 renewable twelve (12) months after the full benefit amount has been exhausted
Juvenile Expungement Benefit	\$500 (this is a one time lifetime benefit)
Name Change Benefit	\$1200 (this is a one time lifetime benefit)
Criminal Action Benefit - Felonies	\$10,000 renewable twelve (12) months after the full benefit amount has been exhausted
Domestic Relations Benefit	\$5,000 renewable twelve (12) months after the last payment was made by the Fund
Consultation Benefit	\$460 per any six-month period of eligibility
Document Preparation Benefit	\$460 per any twelve-month period of eligibility
Real Estate Benefit	\$1,000 per covered sale or purchase
Legal Expense Benefit	\$500 per case/claim

The civil action plaintiff benefit includes representation at the trial level for you or your dependent as plaintiff in an action brought to enforce your rights. Legal services for this benefit are limited to a maximum of \$2,000 or the amount in controversy, whichever is less. The “amount in controversy” is the value of your claim. (The value of your claim will be rounded off to the nearest \$100 to arrive at the “amount in controversy.”)

If attorneys’ fees are ever awarded to a participant or dependent in an action, the Fund shall be reimbursed for the value of its legal services provided to the participant or dependent.

EXCLUSIONS

The coverage provided by the Prepaid Legal Fund under the Civil Action Plaintiff Benefit shall not apply:

- A. To private business or entrepreneurial ventures, or litigation arising therefrom, entered into by you or your dependent.
- B. To any claims that the Board of Trustees, in its sole discretion, deem to be frivolous.
- C. To any small claims action where the cost of suit and the use of counsel designated by the Fund exceed the amount in controversy.
- D. To any case where the attorney is to be paid by contingent fee or where the fee is provided by statute or by a court or agency from a fund or sum of money set aside for a specific purpose in connection with a law suit, the outcome of which has not yet been determined.
- E. To any matter involving election laws or warrant to any civil office.
- F. To any court costs, such as filing fees, transcript costs, cost of depositions, etc., though these costs may be covered under the Plan’s Legal Expense Benefit.

Also see *General Exclusions on page 23.*

CIVIL ACTION PLAINTIFF BENEFIT

Subject to the limitations set forth below and the General Exclusions set forth on page 23, designated counsel will represent you or your dependent in a civil action which includes all forms of hearings or appearances before any court or any authority or agency of federal, state or local government. Such representation will not, however, include appeals beyond the trial court level (to Superior Court, Supreme Court, Commonwealth Court or Circuit Court) from determination of any trial body, although appeals from a decision of the Social Security Administration and other similar administrative appeals will be covered. Post-trial motions are covered.

CIVIL ACTION DEFENDANT BENEFIT

Subject to the limitations set forth below and the General Exclusions listed on page 23, designated counsel will represent you or your dependent in a civil action which includes all forms of hearings or appearances before any court or any authority or agency of federal, state, or local government. Such representation will not, however, include appeals beyond the trial court level (to Superior Court, Supreme Court, Commonwealth Court or Circuit Court) from the determination of any trial body, although appeals from the decision of the social security administration and other similar administrative appeals will be covered. Post-trial motions are covered.

The civil action defendant benefit includes representation at the trial level for you or your dependent as a party defendant or a respondent where the damages sought to be recovered from you must exceed the limit of any applicable liability insurance policy. The benefit is a maximum of \$2,500 for any civil claim against you (by way of example, claims for breach of contract, property damage or personal injury). The personal injury maximum is a maximum as to each single occurrence giving rise to the personal injury action and not to each lawsuit. (A single accident or occurrence may give rise to more than one lawsuit.)

If attorneys' fees are ever awarded to a participant or dependent in an action, the Fund shall be reimbursed for the value of its legal services provided to the participant or dependent.

EXCLUSIONS

The coverage provided by the Prepaid Legal Fund under the Civil Action Defendant Benefit shall not apply:

- A. To private business or entrepreneurial ventures, or litigation arising therefrom, entered into by you or your dependent.
- B. To any claims that the Board of Trustees, in their sole discretion, deem to be frivolous.
- C. To any small claims action where the cost of suit and the use of counsel designated by the Fund exceed the amount in controversy.
- D. To any case where the attorney is to be paid by contingent fee or where the fee is provided by statute or by a court or agency from a fund or sum of money set aside for a specific purpose in connection with a law suit, the outcome of which has not yet been determined.
- E. To the payment of any civil damages under any judgment entered against a participant or dependent for civil damages.
- F. To any court costs, such as filing fees, transcript costs, cost of depositions, etc., though these costs may be covered under the Plan's Legal Expense Benefit.

Also see General Exclusions on page 23.

Subject to the General Exclusions listed on page 23, designated counsel will represent you and your dependent spouse in any personal bankruptcy proceeding in which you or, jointly, you and your spouse, are the petitioner or respondent. (A dependent spouse who files a bankruptcy petition alone is not entitled to this benefit.) The maximum benefit available is \$3,000. This maximum benefit described hereunder is a one time lifetime maximum on the benefit, meaning once you have reached the maximum, no further benefits will be provided for any subsequent bankruptcy proceedings.

CIVIL ACTION BANKRUPTCY BENEFIT

(Voluntary or Involuntary)

EXCLUSIONS

The coverage provided by the Prepaid Legal Fund under the Civil Action Bankruptcy Benefit shall not apply:

- A. To any private business or entrepreneurial ventures entered into by you and/or your spouse.
- B. To any court costs, such as filing fees, transcript costs, cost of depositions, etc., though these costs may be covered under the Plan's Legal Expense Benefit.

Also see General Exclusions on page 23.

CRIMINAL ACTION BENEFIT - SUMMARY OFFENSES

Subject to the limitations set forth below and to the General Exclusions listed on page 23, designated counsel will represent you or your dependent in a criminal action at the trial level where you or your dependent are charged with committing a summary offense.

Criminal actions include all forms of hearings or appearances before any court or any authority or agency of federal, state or local government. Summary offenses include minor criminal charges such as loitering, disorderly conduct, disobeying curfew, etc.

Benefits will be paid for appeals in criminal actions from the Municipal Court to the Court of Common Pleas. However, benefits will not be paid for appeals beyond the trial level to the Superior Court, Supreme Court, Commonwealth Court, or Circuit Court.

The maximum benefit available under the Criminal Action Summary Offenses benefit is \$2,000. Once the maximum amount of benefits has been paid, the eligible participant or dependent cannot obtain further coverage under this benefit until 12 months after the full benefit amount has been exhausted.

Retroactive coverage will not be granted for offenses committed before a participant or dependent became eligible for benefits under the Plan.

No combination of criminal benefits is permitted where criminal charges arise from the same occurrence or set of circumstances. A participant or dependent charged with multiple offenses of the same grade shall be entitled to receive only up to the maximum benefit available for that grade of offense; the participant or dependent shall not be entitled to a combined benefit equal to the maximum amount available times the number of offenses. For example, a participant shall be entitled to benefits up to \$2,000 regardless of whether he or she is charged with one summary offense or three summary offenses arising out of the same occurrence or set of circumstances

Similarly, where a participant or dependent is charged with multiple offenses of different grades, the Fund will provide benefits only up to the maximum amount permitted for the highest grade offense charged; the participant or dependent shall not be entitled to a combined benefit equal to the maximum amount available for each offense. For example, a participant charged with both a summary offense and a misdemeanor arising out of the same occurrence or set of circumstances shall be entitled to benefits up to \$5,000, the maximum amount available under the Criminal Action Misdemeanor benefit.

Further, if Criminal Action Summary Offenses benefits are being paid on behalf of a participant or dependent and the maximum amount of coverage has not yet been reached when such participant or dependent is charged with additional Summary Offense(s) arising out of a different occurrence or set of circumstances, benefits will be provided only until the combined bills for all such offenses reach \$2,000.

Coverage for criminal representation is limited to the following services:

- a. Arranging for bail and release on bail (but not for amounts actually paid for bail);
- b. Appearances required to represent you or your dependent or to protect or further your interests; and
- c. Pertinent legal research, preparation of motions (including post-trial motions), petitions, pleadings and plea negotiations.

The Criminal Action Summary Offenses benefit may also be applied to investigative or expert services which are, in your and your attorney's judgment, necessary to preparation of your case. The application of the benefit to such non-attorney services does not, however, increase the amount of benefit available. In addition, the attorney remains responsible to make an accounting for all services for which the Fund has been charged.

EXCLUSIONS

The coverage provided by the Prepaid Legal Fund under the Criminal Action Summary Offenses benefit shall not apply:

- A. To any court costs, such as filing fees, transcript costs, cost of depositions, etc., though these costs may be covered under the Plan's Legal Expense Benefit.
- B. To any fees or costs arising from a participant's or dependent's violation(s) of terms and/or conditions of parole.
- C. To any fees or costs arising from a participant's or dependent's violation(s) of terms and/or conditions of probation.

Also see General Exclusions on page 23.

CRIMINAL ACTION BENEFIT - MISDEMEANORS AND JUVENILE MATTERS

Subject to the limitations set forth below and to the General Exclusions listed on page 23, designated counsel will represent you or your dependent in a criminal action at the trial level where you or your dependent are charged with committing a misdemeanor or juvenile offenses.

Criminal actions include all forms of hearings or appearances before any Court or any authority or agency of federal, state, or local government. Misdemeanors include, and juvenile charges may include, more serious offenses than summary offenses, as for example, driving while intoxicated. Coverage for juveniles will be provided when the case is heard before a court of juvenile jurisdiction or if the case is certified to another court. If the case is certified as a felony charge, and the juvenile is tried as an adult, the felony coverage will apply.

Benefits will be paid for appeals in criminal actions from the Municipal Court to the Court of Common Pleas. However, benefits will not be paid for appeals beyond the trial level to the Superior Court, Supreme Court, Commonwealth Court or Circuit Court.

The maximum benefit available under the Criminal Action Misdemeanor and Juvenile Matters benefit is \$5,000. Once the maximum amount of benefits has been paid, the eligible participant or dependent cannot obtain further coverage under this benefit until 12 months after the full benefit amount has been exhausted.

Retroactive coverage will not be granted for offenses committed before a participant or dependent became eligible for benefits under the Plan

No combination of criminal benefits is permitted where criminal charges arise from the same occurrence or set of circumstances. A participant or dependent charged with multiple offenses of the same grade shall be entitled to receive only up to the maximum benefit available for that grade of offense; the participant or dependent shall not be entitled to a combined benefit equal to the maximum amount available times the number of offenses. For example, a participant shall be entitled to benefits up to \$5,000 regardless of whether he or she is charged with one misdemeanor offense or three misdemeanor offenses arising out of the same occurrence or set of circumstances.

Similarly, where a participant or dependent is charged with multiple offenses of different grades, the Fund will provide benefits only up to the maximum amount permitted for the highest grade offense charged; the participant or dependent shall not be entitled to a combined benefit equal to the maximum amount available for each offense. For example, a participant charged with both a summary offense and a misdemeanor offense arising out of the same occurrence or set of circumstances shall be entitled to benefits up to \$5,000, the maximum amount available under the Criminal Action Misdemeanor benefit.

Further, if Criminal Action Misdemeanors and Juvenile Matters benefits are being paid on behalf of a participant or dependent and the maximum amount of coverage has not yet been reached when such participant or dependent is charged with additional misdemeanor or juvenile offense(s) arising out of a different occurrence or set of circumstances, benefits will be provided only until the combined bills for all such offenses reach \$5,000.

Coverage for criminal representation is limited to the following services:

- a. Arranging for bail and release on bail (but not for amounts actually paid for bail);
- b. Appearances required to represent you or your dependent or to protect or further your interests;
- c. Pertinent legal research, preparation of motions (including post-trial motions), petitions, pleadings and plea negotiations.

The Criminal Action Misdemeanors and Juvenile Matters benefit may also be applied to investigative or expert services which are, in your or your attorney's judgment, necessary to preparation of your case. The application of the benefit to such non-attorney services, however, does not increase the amount of benefit available. In addition, the attorney remains responsible to make an accounting for all services for which the Fund has been charged.

EXCLUSIONS

The coverage provided by the Prepaid Legal Fund under the Criminal Action Misdemeanors and Juvenile Matters benefit shall not apply.

- A. To any court costs, such as filing fees, transcript costs, cost of depositions, etc., though these costs may be covered under the Plan's Legal Expense Benefit.
- B. To any fees or costs arising from a participant's or dependent's violation(s) of terms and/or conditions of parole.
- C. To any fees or costs arising from a participant's or dependent's violation(s) of terms and/or conditions of probation.

Also see General Exclusions on page 23.

Subject to the limitations set forth herein and to the General Exclusions listed on page 23, designated counsel will represent your dependent child in connection with expunging his/her juvenile records. This benefit is for juvenile matters only.

The maximum amount available per dependent child under the Juvenile Expungement Benefit is \$500. This maximum benefit described hereunder is a one time lifetime maximum on the benefit, meaning once the cost of services for a dependent child has reached the maximum, no further benefits will be provided for such dependent child for any subsequent expungement of juvenile records.

Subject to the limitations set forth herein and to the General Exclusions listed on page 23, designated counsel will represent you or your dependent in connection with the changing of your name or your dependent's name. The benefit includes but is not limited to the reimbursement to you or your dependent for out-of-pocket expenses incurred by you or your dependent for court costs, filing fees, advertising, searching and certification fees.

The maximum amount available per participant and dependent under the Name Change Benefit is \$1200. This maximum benefit described hereunder is a one time lifetime maximum on the benefit, meaning once the cost of services for a participant or dependent has reached the maximum, no further benefits will be provided for such participant or dependent for any subsequent name change.

CRIMINAL ACTION BENEFIT - MISDEMEANORS AND JUVENILE MATTERS

Continued from page 16

JUVENILE EXPUNGEMENT BENEFIT

NAME CHANGE BENEFIT

CRIMINAL ACTION BENEFIT - FELONIES

Subject to the limitations set forth below and to the General Exclusions listed on page 23, designated counsel will represent you or your Dependent in a criminal action at the trial level.

Criminal actions include all forms of hearings or appearances before any court or any authority or agency of federal, state or local government. Felonies includes major criminal charges such as homicide, rape, aggravated assault, robbery, etc.

Benefits will be paid for appeals in criminal actions from the Municipal Court to the Court of Common Pleas.

However, benefits will not be paid for appeals beyond the trial level to the Superior Court, Supreme Court, Commonwealth Court or Circuit Court.

The maximum benefit available under the Criminal Action Felonies benefit is \$10,000. Once the maximum amount of benefits has been paid, the eligible participant or dependent cannot obtain further coverage under this benefit until 12 months after the full benefit amount has been exhausted.

Retroactive coverage will not be granted for offenses committed before a participant or dependent became eligible for benefits under the Plan.

No combination of criminal benefits is permitted where criminal charges arise from the same occurrence or set of circumstances.

A participant or dependent charged with multiple offenses of the same grade shall be entitled to receive only up to the maximum benefit available for that grade of offense; the participant or dependent shall not be entitled to a combined benefit equal to the maximum amount available times the number of offenses. For example, a participant shall be entitled to benefits up to \$10,000 regardless of whether he or she is charged with one felony or three felonies arising from the same occurrence or set of circumstances.

Similarly, where a participant or dependent is charged with multiple offenses of different grades, the Fund will provide benefits only up to the maximum amount permitted for the highest grade offense charged; the participant or dependent shall not be entitled to a combined benefit equal to the maximum amount available for each offense. For example, a participant charged with both a misdemeanor and a felony arising from the same occurrence or set of circumstances shall be entitled to benefits up to \$10,000, the maximum amount available under the Criminal Action Felonies benefit.

Further, if Criminal Action Felonies benefits are being paid on behalf of a participant or dependent and the maximum amount of coverage has not yet been reached when such participant or dependent is charged with additional felony offense(s) arising out of a different occurrence or set of circumstances, benefits will be provided only until the combined bills for all such offenses reach \$10,000.

Coverage for criminal representation is limited to the following services:

- a. Arranging for bail and release on bail (but not for amounts actually paid for bail);
- b. Appearances required to represent you or your dependent or to protect or further your interests;
- c. Pertinent legal research, preparation of motions (including post-trial motions), petitions, pleadings and plea negotiations.

Criminal Action Felony benefits may also be applied to investigative or expert services which are, in your or your attorney's judgment, necessary to preparation of your case. The application of the benefit to such non-attorney services, however, does not increase the amount of benefit available. In addition, the attorney remains responsible to make an accounting for all services for which the Fund has been charged.

EXCLUSIONS

The coverage provided by the Prepaid Legal Fund under the Criminal Action Felonies benefit shall not apply:

- A. To any court costs, such as filing fees, transcript costs, cost of depositions, etc., though these costs may be covered under the Plan's Legal Expense Benefit.
- B. To any fees or costs arising from a participant's or dependent's violation(s) of terms and/or conditions of parole.
- C. To any fees or costs arising from a participant's or dependent's violation(s) of terms and/or conditions of probation.

Also see General Exclusions on page 23.

Domestic relations matters involve the family and may include divorce, separation, support or maintenance, custody, visitation rights, adoption, paternity actions, etc. The total coverage for one, some or all of these benefits is \$5,000.

The Domestic Relations Benefit is available only to an eligible participant with the two exceptions:

- a. in an uncontested divorce action, the participant may waive his/her claim to the domestic relations benefit herein in favor of his/her spouse; and
- b. the participant's dependent spouse can proceed against non-custodial parent for child support, so long as the non-custodial parent is not the participant.

The maximum benefit available to any eligible participant (or where permitted as described above, to the participant's dependent spouse) for representation in all matters categorized as "domestic relations" is \$5,000. Even if the \$5000 is not fully exhausted, once 12 months has elapsed from the date the last payment was made by the Fund, the \$5000 maximum renews.

The \$5,000 maximum available benefit may be applied to non-attorney services such as experts, counselors, educators, investigators, etc., but such application does not increase the maximum benefit available or relieve the attorney of the obligation to make an accounting to the Fund for all services for which the Fund is charged.

EXCLUSIONS

The coverage provided by the Prepaid Legal Fund shall not apply to any court costs, such as filing fees, transcript costs, cost of depositions, etc., though these costs may be covered under the Plan's Legal Expense Benefit.

See also General Exclusions on page 23.

DOMESTIC RELATIONS BENEFIT

CONSULTATION BENEFIT

Except as described below, you may consult with a designated attorney about any problem for which you or your dependent seek legal consultation. You and your dependents may together receive a maximum benefit of \$460 per any six-month period of eligibility for legal consultation services. This benefit may not be accumulated and carried over from period of eligibility to period of eligibility.

Under this benefit you or your dependent may consult with a designated attorney about any matter, including legal matters which are not otherwise covered under the Plan. If you or your attorney determine that the subject of your consultation is in fact covered under the Plan, then the matter will be so designated and billed to the Fund as a covered benefit. Payment, when made, will be applied as a charge against the covered benefit involved.

EXCLUSIONS

The coverage provided by the Prepaid Legal Fund under this Consultation Benefit shall not apply to any fees expenses arising out of completing or filing tax returns of any kind with any government.

Also see General Exclusions on page 23.

This benefit is available only to the participant and his or her dependent spouse, up to a maximum benefit of \$460 per 12-month period of eligibility. This benefit may not be accumulated and carried over from year to year.

Document preparation by a cooperating attorney may include review and preparation of documents such as wills, contracts, pre-marital agreements, powers of attorney, etc.

Documents reviewed and prepared pursuant to services provided under any other covered benefit described in this booklet shall be charged against those benefits and shall not be billed as a separate service under this benefit.

EXCLUSIONS

The coverage provided by the Prepaid Legal Fund under this Document Preparation and/or Benefit shall not apply to any fees or expenses arising out of completing or filing tax returns of any kind with any governmental unit.

Also see General Exclusions on page 23.

DOCUMENT PREPARATION AND/OR BENEFIT

REAL ESTATE BENEFIT

This benefit is available only to the participant and/or spouse. The maximum benefit available is \$1,000 per covered sale or purchase.

Designated counsel provided by the Fund will provide counsel and/or representation in connection with the sale or purchase of the primary residence or home of both the participant and spouse.

EXCLUSIONS

The coverage provided by the Prepaid Legal Fund shall not apply to any sale or purchase of real estate for investment purposes or for the sale or purchase of a second home.

See General Exclusions on page 23.

LEGAL EXPENSE BENEFIT

The Fund provides for reimbursement to you or your dependents for out-of-pocket expenses incurred for court costs, filing fees, transcripts, cost of depositions, master's fees, or other court expenses in connection with services performed by a designated attorney in an amount not to exceed \$500.00 per case. Such bills will be honored only upon receipt by the Fund of properly authenticated bills or receipts from your attorney.

EXCLUSIONS

The coverage provided by the Prepaid Legal Fund shall not apply to any expenses incurred under the Name Change Benefit.

See also General Exclusions on page 23.

- A. To actions or proceedings in which the date of the transaction or event out of which the action arises precedes the effective date of your coverage by the Fund.
- B. To class actions, interventions, *amicus curiae* filings or other actions not involving the personal, immediate and direct interests of you or your dependent.
- C. To any actions involving corporate or partnership interests or obligations, business pursuits, patents or copyrights.
- D. To any actions involving zoning matters.
- E. To actions against your employers or its officers or agents; to actions against any labor organization or its officers or agents; or to actions against any fringe benefit program or plan, or the trustees, administrators or employees thereof in which any labor union participates or has an interest.
- F. To any actions or proceedings involving claims for or entitlement to workers' compensation.
- G. To any actions or proceedings involving claims for or entitlement to unemployment compensation.
- H. To actions against any employer or employer association or labor organization.
- I. To any actions or proceedings involving the administration of a decedent's estate.
- J. To any action taken by any participant or dependent against any other Participant or Dependent, except as set forth under the Domestic Relations Benefit.
- K. To any action taken by any participant or dependent against any pensioner under the Laborers' District Council Construction Industry Pension Fund.
- L. To any action or proceeding in which the interest of a dependent spouse or dependent child is opposed to the interest of the participant except that the participant may waive any claim under the Domestic Relations Benefit in favor of his or her spouse in an uncontested divorce action.
- M. To fines, assessments and penalties imposed by any court or agency.
- N. To any amounts to be paid for bail or bond, damages or judgments imposed by any court or agency.
- O. Except as provided under the Legal Expense Benefit the Name Change Benefit, to any court costs.
- P. To any legal action, criminal proceeding, consultative benefit, document preparation, etc. for any matter or problem arising outside the United States.
- Q. To any matter that does not specifically fall within the benefits expressly described in this booklet.

GENERAL EXCLUSIONS

These exclusions apply to all benefits. The coverage provided by the Prepaid Legal Fund shall not apply:

APPEAL PROCEDURE

If you, your dependent spouse or your dependent child are dissatisfied with any action or inaction of any attorney designated by the Fund, you may complain in writing to the Board of Trustees of the Fund. Such complaints should be addressed to the Board of Trustees of the Laborers' District Council Prepaid Legal Fund of Philadelphia and Vicinity, 661 N. Broad Street, Philadelphia, PA 19123.

If a claim for benefits from the Fund is denied, the Plan Administrator shall supply written notice of the denial within a reasonable period of time, but not later than 90 days after receipt of the application by the Fund. If the Plan Administrator determines that special circumstances require an extension of time for processing, written notice of this extension of time shall be sent to the claimant within the initial 90 day period and in no event shall the extension exceed a period of 90 days from the end of the initial period. The extension notice shall indicate the special circumstances requiring the extension of time and the date by which the Fund expects to render the benefit determination.

The notice of denial will provide specific reason(s) for the denial, identify the specific provisions of the Plan on which the determination is based, describe any additional material or information needed to perfect the application and explain why such information is necessary, and explain the Plan's claim review procedures and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under section 502(a) of the Act following an adverse benefit determination on review.

Every claimant shall have a reasonable opportunity to appeal a claim denial to the Fund's Board of Trustees. In the case of an appeal, the Trustees shall conduct a full and fair review of the claim and adverse benefit determination.

A claimant may appeal by filing a written request for review within 60 days after receiving notice of denial of the claim. Such written request should be submitted to the Board of Trustees of the Laborers' District Council Prepaid Legal Fund of Philadelphia and Vicinity, 661 N. Broad Street, Philadelphia, PA 19123. The claimant or his or her authorized representative shall be provided, upon request and free of charge, reasonable access to and copies of, all documents, records, or other information relevant to the claimant's claim for benefits. The claimant or his authorized representative may submit written comments, documents, records and any other additional information relating to the claim for benefits. The Trustees' review shall take into account all comments, documents, records and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

The Trustees will consider the claimant's appeal no later than the date of their scheduled meeting that immediately follows the Fund's receipt of the written appeal, unless the appeal is filed within 30 days preceding the date of such meeting. In such case, a benefit determination shall be made by no later than the date of the second meeting following the Fund's receipt of the appeal. If special circumstances require a further extension of time for processing the appeal, a benefit determination shall be rendered not later than the third meeting of the Trustees following the Fund's receipt of the request for review. If such an extension of time for review is required because of special circumstances, the Plan Administrator shall provide the claimant with written notice of the extension, describing the special circumstances and the date as of which the benefit determination will be made, prior to commencement of the extension.

The Plan Administrator will notify the claimant of the Trustees' decision on appeal within five days after the benefit determination is made. In the event the Trustees deny the claim on appeal, the notice of such denial will state the specific reason(s) and identify the pertinent provision(s) of the Plan on which its decision is based. Additionally, the notice will state that the claimant is entitled to receive, upon request and free of charge reasonable access to and copies of all documents, records, and other information relevant to the claimant's claim for benefits. The notice shall also describe the claimant's right to bring an action under section 502(a) of the Act.

In addition to creating rights for Fund participants, ERISA imposes obligations upon the persons who are responsible for the operation of the Fund. The people who operate the Fund, called “fiduciaries of the Fund,” have a duty to do so prudently and in the interest of you and other 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 exercising your rights under ERISA or from obtaining benefits from the Fund.

If your claim for a benefit from the Fund is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of 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 a copy of plan documents or the latest annual report from the Fund and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. If you have a claim for benefits 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 Fund 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, 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.

If you have any questions about the Fund, you should contact the Fund office. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Pension and Welfare Benefits Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits 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 Pension and Welfare Benefits Administration.

ERISA RIGHTS

As a participant in the Laborers’ District Council Prepaid Legal Fund, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Fund participants shall be entitled to:

- 1. Examine, without charge, at the Fund’s office and at other specified locations such as union halls, all documents governing the Fund, including insurance contracts, collective bargaining agreements and a copy of the latest annual report (Form 5500 Series) filed by the Fund with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.*
- 2. You are entitled to obtain copies of all documents governing the operation of the Fund, including insurance contracts, collective bargaining agreements and the latest annual report (Form 5500 Series) and updated summary plan description. To do so, you should send a written request to the Plan Administrator. The Fund may charge you for reasonable copying costs.*
- 3. Receive a summary of the Plan’s annual financial report. The Fund is required by law to furnish each participant with a copy of this summary financial report.*

GENERAL INFORMATION

Under ERISA, you are entitled to know a number of facts about your Group Legal Service Plan. The following items apply:

FUND ADMINISTRATION

Official Name: Laborers' District Council Prepaid Legal Fund

Type of Plan: Group Legal Service

Employer ID #: 23-2290986

Plan Number: 501

Plan Year: November 1st - October 31st

Plan

Administrator: Jacquelyn Frazier-Lyde, Esquire

Address of Administrator: 661 N. Broad Street
Philadelphia, PA 19123

Telephone Number of Administrator: (215) 236-2800

Web Site: www ldc-phila-vic.org

Type of Administration: Joint Labor-Management Board of Trustees

Funding Medium: Trust Fund

Source of Contributions: Employers in accordance with contribution obligations set forth in applicable collective bargaining agreements.

Agent for Service of Legal Process: Jacquelyn Frazier-Lyde, Esquire
Laborers' District Council Prepaid Legal Fund
661 N. Broad Street
Philadelphia, PA 19123
Service of legal process may also be made upon any Trustee of the Fund.

UNION TRUSTEES

Samuel Staten, Sr., Trustee

Laborers' District Council
665 N. Broad Street
Philadelphia, PA 19123

Daniel L. Woodall, Jr., Trustee

Laborers' Local Union #135
740 Sandy Street
Norristown, PA 19401

Trustees are appointed by the respective organizations to serve on the Boards without compensation for their services. The following Trustees presently serve on the Board of the Laborers' District Council Prepaid Legal Fund:

EMPLOYER TRUSTEES

James R. Davis, Trustee

Contractors' Assoc. of Eastern Pa.
1500 Walnut St., Suite 1105
Philadelphia, PA 19102

Judson Vogdes, Trustee

General Building
Contractors' Assoc.
36 S. 18th Street
Philadelphia, PA 19103



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