

Building Service 32BJ
LEGAL SERVICES FUND

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CONTENTS

	Page
Important Notice	5
Eligibility and Participation	6
Who Is Eligible.....	6
When You Are No Longer Eligible	7
Arbitration.....	7
If You Come Back To Work.....	7
Dependent Eligibility.....	8
When Your Dependents Are No Longer Eligible.....	9
Contacting a Lawyer	10
Extent of Legal Representation	10
Confidentiality.....	10
Why a Fund Lawyer May Be Unable To Represent You.....	11
Cost	11
Lawyer’s Fees	11
Litigation Expenses.....	11
What the Plan Covers - Active Employees and their Dependents	13
Administrative Agency Matters – Public Benefits	13
Adoptions.....	13
Appeals	14
Bankruptcy.....	14
Consultations, Advice and Document Review.....	14
Criminal Cases	14
Debt Cases.....	14
Divorce, Separation and Annulment	14
Estate Matters (Small)	15
Family Matters.....	15
Guardianship.....	15
Immigration Matters	15
Juvenile Delinquency Matters	15

Name Changes	16
Pre-nuptial Agreements	16
Purchase of Goods and Services	16
Purchase, Sale or Refinancing of a Home	16
Wills, Health Care Proxies and Powers of Attorney	16
Attorney Referral Services	16
What the Plan Covers - Retirees and their Spouses	17
What the Plan Does Not Cover	18
Quality Control	19
Appealing Denied Claims	20
How to File an Appeal	20
How the Review Process Works Once You File an Appeal	21
General Information	22
Mailing Address	22
Employer Contributions	22
How Benefits May Be Reduced, Delayed or Lost	22
Compliance with Federal Law	23
Plan Amendment or Termination	23
Plan Administration	24
Statement of Rights under the Employee Retirement Income Security Act of 1974 as Amended	25
Plan Facts	27

IMPORTANT NOTICE

This booklet is the Summary Plan Description (“SPD”) of the Plan of benefits (“the Plan”) of the Building Service 32BJ Legal Services Fund (“the Fund”). Your rights to benefits are only as provided in this SPD, as interpreted by official action of the Board of Trustees (“the Board”). You should refer to this booklet when you need information about your Plan benefits. In addition, the Board reserves the right, in its sole and absolute discretion, to amend the Plan at any time.

- Save this booklet – put it in a safe place. If you lose a copy, you can ask Member Services (call 1-212-388-3500) for another or obtain it from www.seiu32bj.org.
- If you change your name or address – notify Member Services immediately so your records are up-to-date. In addition, if you have a pending matter with the Legal Fund, you must also notify the Legal Fund Director of any name or address change.
- Throughout this booklet, the words “you” and “your” refer to participants whose employment makes them eligible for Plan benefits. The word “dependent” refers to a family member of a participant who is eligible for Plan benefits.
- This booklet describes the provisions of the Plan in effect as of October 6, 2008, unless specified otherwise in this booklet. In the sections describing the benefits payable to participants and dependents, the words “you” and “yours” may also be used to refer to eligible dependents.
- In the event there is any conflict between the terms and conditions for Plan benefits as set forth in this booklet and any oral advice you receive from a Building Service 32BJ Benefit Funds employee or union representative, the terms and conditions set forth in this booklet shall control.

ELIGIBILITY AND PARTICIPATION

Who Is Eligible

Eligibility for benefits from the Plan depends upon the particular collective bargaining or participation agreement covering your employment. If the agreement provides for your participation in the Plan, and you work for an employer contributing to the Fund, you are eligible for Plan benefits after completing the applicable waiting period below, unless specified otherwise in your collective bargaining or other agreement.

- **Active Employees.**

- For most employees if you work under an agreement **in Manhattan, Brooklyn, Queens or Staten Island**, your employer will be required to begin making contributions to the Fund on your behalf when you have completed *90 consecutive days* of covered employment* with the same employer working more than 2 days a week. However, if you are a public school employee, you must complete 90 consecutive days of covered employment with the same employer working 60 or more hours in each of 3 consecutive 28 day pay periods. Plan benefits would then become available to you and your eligible dependents on your *91st* day of covered employment.
- As a general matter, if you work under an agreement **outside of Manhattan, Brooklyn, Queens or Staten Island**, your employer will be required to begin making contributions to the Fund on your behalf when you have completed *180* consecutive days of covered employment* with the same employer. Plan benefits would then become available to you and your eligible dependents on your *181st* day of covered employment. Certain agreements outside the 4 boroughs (including Co-op City) also have a 90-day wait period which means Plan benefits would then become available to you and your eligible dependents on your *91st* day of covered employment.

- **Retirees.**

- If you are a retiree receiving benefits from the Building Service 32BJ Pension Fund or the Local 74 Pension Fund, you are eligible for certain Plan benefits, but only for yourself and your spouse.

* *In general, persons employed in building service, maintenance or operation by an employer contributing to the Fund on their behalf may be eligible for Fund benefits. This employment is referred to as "covered employment" in this booklet.*

When You Are No Longer Eligible

For all employees your eligibility for the Plan ends:

- at the end of the 30th day after you no longer regularly work in covered employment
- when your employer terminates its participation in the Fund, or
- on the date the Plan is terminated.

For public school employees, your eligibility will also end if you work less than 60 hours in a 28 day pay period. In this event, your eligibility will end on the first of the month which is more than 30 days after the Fund receives notice.

In addition, the Board reserves the right, in its sole discretion, to terminate eligibility if your employer becomes seriously delinquent in its contributions to the Fund.

You are covered under the Plan for 30 days after you leave your employment. However, if at the time you leave you are represented by a Fund attorney and you are party to a pending case where litigation has begun, the attorney may continue to represent you to the conclusion of that suit provided that suit can be concluded within a reasonably short time period. The Plan will not cover you if you appeal the outcome of the case.

Arbitration

If you are discharged and the Union takes your grievance to arbitration seeking reinstatement to your job, the Legal Fund will continue to cover your *existing case(s)* for up to six months or until your arbitration is decided, whichever occurs first.

If You Come Back To Work

If your employment ends after your eligibility commenced and you return to covered employment (with the same contributing employer, or a different contributing employer):

- *within 90 days**, your Plan participation starts again on your first day back at work, or
- *more than 90 days later**, you would have to complete 90 consecutive days of covered employment with the same employer (or 180 days if your contract has an initial waiting period of 180 days) before being able to resume participation. A new waiting period is not required if the reason for your absence from work of more than 90 days was an approved leave of absence.

* *For public schools employees, twelve months.*

Dependent Eligibility

As long as you are eligible, your dependents are eligible, provided your agreement provides for dependent participation in the Plan, and the dependent(s) meet the following condition(s) below:

Dependency	Age Limitation	Requirements
<i>Lawful spouse</i>	None	The person of the opposite gender to whom you are legally married* under the laws of the place where you live (if you are legally separated or divorced, your spouse is not covered).
<i>Children (except disabled children)</i>	Until end of calendar year in which dependent child reaches age 19 (or age 23, if a full-time student in an accredited trade school, college, university or high school)	<p>The child</p> <ul style="list-style-type: none"> • is not married • has the same principal address as the participant** • is dependent on the participant for over one-half of his or her annual support and is claimed as a dependent on your tax return** <p>AND is one of the following</p> <ul style="list-style-type: none"> • your biological child • your adopted*** child or one placed with you in anticipation of adoption • your stepchild: this includes your spouse's biological or adopted child • a foster child ONLY if you have adopted*** the child or applied for adoption • your grandchild, niece or nephew ONLY if you are the legal guardian**** and the child is dependent on you and only you for all support and maintenance; if application for legal guardianship**** is pending, you must provide documentation that papers are filed and provide proof when the legal process is complete.
<i>Children (disabled)</i>	None	<p>The child:</p> <ul style="list-style-type: none"> • is totally and permanently disabled • became disabled while an eligible dependent, and • meets all of the requirements listed above for a dependent child except age. <p>You must apply for a disabled child's dependent coverage extension and provide proof of the child's total and permanent disability no later than 60 days after the date the child would have otherwise lost eligibility, and you must remain covered under the Plan.</p>

* *Due to complicated income tax issues, this Plan does not cover domestic partners or same-sex spouses.*

** *If you are legally separated or divorced, then the child may live with and/or be the tax dependent of the legally separated or divorced spouse.*

*** *Your adopted dependent child will be covered from the date that child is adopted or "placed for adoption" with you under court direction, whichever is earlier (but not before you become eligible).*

**** *Legal guardian(ship) includes legal custodian(ship).*

Dependents are not eligible for Plan benefits when the situation involves a legal dispute with you. For example, the Plan would not represent your spouse in your divorce. In any case involving a conflict of interest between you and your dependent, the Plan would provide legal services to you only.

Note that:

- A dependent must live in the United States, Canada or Mexico unless he or she is a United States citizen (except for immigration matters).
- A child is not considered a dependent under the Plan if he or she is in the military or similar forces of any country.

When Your Dependents Are No Longer Eligible

Your *spouse's* eligibility ends 30 days after legal separation or divorce.

Your *child's* eligibility ends:

- at the end of the calendar year in which the child reaches age 19, or
- if a full-time student in an accredited college, university, trade school or high school
 - 30 days after the child's graduation from school, or, if earlier,
 - 30 days after the date the child leaves school, or, if earlier,
 - at the end of the calendar year in which the child reaches age 23.

The Fund may request proof of continued eligibility for you and/or a dependent. Your failure to provide such information could result in a loss of Plan benefits.

In any event, coverage for dependents, including your spouse and children, ends 30 days after you die.

CONTACTING A LAWYER

If you need a lawyer, call the Fund at 1-212-388-3499 unless specified otherwise.

The word “you,” as used on the following pages, applies to anyone who is eligible for Plan benefits unless specified otherwise.

If it is determined after your phone call that the Fund can help you, you will need your Social Security number when you come into the Fund office at 101 Avenue of the Americas, New York, NY, 10013 or in the Legal Fund office to which you are directed. If you are a covered dependent of a participant, you will also need the Social Security number of the participant.

Extent of Legal Representation

If you have a legal matter in New York, New Jersey or your state of primary residence in the United States (including Washington, DC or Puerto Rico), the Fund will provide lawyers and legal assistance, provided the matter is covered as shown on pages 13 – 17. However, please note that retirees have access only to the legal services listed in the retiree eligibility section on page 17. In most cases, your Fund lawyer will be a staff attorney whose role is to represent you and your dependents. In some cases, the Legal Fund Director (“Director”) may refer you or a covered family member to a Cooperating Attorney (not directly employed by the Fund) and will arrange for payment to that attorney.

In all cases, you will be referred to a Cooperating Attorney if you have a dispute with someone who is also eligible for Fund services.

The Fund will not pay and will not be responsible for any attorney’s fees that have not been arranged for, in advance and in writing, through the Fund office.

Confidentiality

Anything you say to your lawyer will be confidential. Neither your Union nor your employer will be told anything about your conversations. However, the Fund may need to exchange information about your case with Cooperating Attorneys and other Building Service 32BJ Benefit Funds regarding eligibility for benefits.

Why a Fund Lawyer May Be Unable To Represent You

Lawyers are governed by a Code of Professional Responsibility that states that they cannot represent clients who make unreasonable demands or are uncooperative. Unreasonable demands include, but are not limited to, requests for representation in court when, in the judgment of the Director, to participate would be tantamount to a frivolous action or defense. Cooperation includes, but is not limited to, providing a lawyer with documents required by law or court rules. If you persist in making unreasonable demands or in being uncooperative, or do not provide necessary documentation (e.g., tax returns, bank statements, documenting evidence, etc.), the Fund lawyer may, at the discretion of the Director, withdraw from the case. If you disagree with the decision to withdraw, you may file an appeal (as described on pages 20 – 21).

COST

Lawyer's Fees

The Fund will not charge you anything for the **legal services** of Legal Fund staff lawyers or Cooperating Attorneys who represent you in matters that are covered by the Plan. The matters that are covered by the Plan are described on pages 13 – 17.

Any legal matters not specifically listed on pages 13 – 17 are not covered under this plan. Some, but not all examples of matters and expenses not covered can be found on pages 18 – 19.

Litigation Expenses

You pay the first \$500 of litigation expenses, plus half of all additional litigation expenses incurred in connection with a covered legal matter. The Fund will pay the other half of reasonable and necessary litigation expenses, as listed on page 12 up to the Plan maximum of \$6,000 in each covered matter. Litigation expenses are actual out-of-pocket expenses incurred during the process of a legal matter and should not be confused with the cost of a lawyer, which, in covered matters, is paid in full by the Fund. If any additional expenses are incurred after the Fund has paid the Plan maximum, you will be responsible for paying them all.

The following are the only expenses that the Fund covers, subject to the cost-sharing described on page 11:

- Court and agency filing fees
- Transcript fees
- Process servers
- Valuations and appraisals required for Court proceedings
- Costs of publication where required by a Court or agency
- Court reporter fees
- Translators and interpreters
- Subpoena fees
- Law guardian fees where required by Court
- Forensic evaluations by health professionals as required by Court
- Expert witness reports and other expert witness fees
- Stenographic services
- Investigators
- Fees for outside experts, when needed for preparation of a qualified domestic relations order
- Certified copies
- Credit reports
- Photocopying
- Long-distance calls within the continental U.S. (you pay the entire cost of calls outside the continental U.S.)
- Overnight mailing or any other shipping costs
- Expenses of supervised visitation as ordered by a Court, and
- DNA or drug testing when ordered in a legal proceeding.

Here is an example of how the expenses are shared: If your case requires an expert witness, and the expert witness charges \$2,000, you would pay the first \$500, and the Fund would split the remaining \$1,500 with you 50-50. That means you would have paid the first \$500 plus \$750 more, for a total of \$1,250, and there would still be \$5,250 (\$6,000 maximum minus \$750 paid out) available to you under the Plan for expenses in your case.

WHAT THE PLAN COVERS – ACTIVE EMPLOYEES AND THEIR DEPENDENTS

If you are currently working in covered employment and are eligible for Fund benefits, all of the benefits described on pages 13 – 16 are available to you and, unless specified otherwise, to your eligible dependents. If you are an eligible retiree, the benefits you and your spouse are eligible to receive are described on page 17.

Administrative Agency Matters – Public Benefits

A Fund lawyer will assist and advise you in your preparation of documents and, if necessary, represent you before certain governmental agencies for claims (not including those involving violations) such as:

- Social Security benefits, including Supplemental Security Income, Disability (where demonstrated by medical evidence), Survivor's or Retirement Benefits
- Food Stamps
- Public Assistance benefits such as Aid to Families with Dependent Children and Home Relief
- Veterans Administration benefits for service-connected and nonservice connected disabilities or death benefits
- Medicare and Medicaid issues (preliminary telephone consultation and referral only).

A Fund lawyer will assist and, if necessary, represent you at:

- School Suspension hearings
- Public Utility hearings
- Hearings involving claims for special educational funds or assistance on behalf of physically handicapped children or children who are severely mentally disabled.

Adoptions

A Fund lawyer will represent you in the adoption of a child.

Appeals

A Fund lawyer will represent you in an appeal from a final judgment or order in an action where you have been represented by a Fund attorney at the hearing or trial and where, in the judgment of the Director, your position on appeal has merit, based on the applicable law and material evidence in the record of your case. A Fund lawyer will represent you in defending against an appeal from a final judgment or order favorable to you in an action only where you have been represented by a Fund attorney at the hearing or trial.

Bankruptcy

A Fund lawyer will advise and, in some cases, represent you on matters involving your debts. (See “Debt Cases” below.) If personal bankruptcy seems appropriate for you, your Fund lawyer will assist you in submitting a Bankruptcy Petition to the Court.

Consultations, Advice and Document Review

A Fund lawyer is available to review documents where warranted and to answer questions you might have concerning your legal rights and responsibilities and your general legal problems in all legal areas not specifically excluded by this Plan as described on pages 18 – 19.

Criminal Cases

A Fund lawyer will represent you in criminal matters involving violations, misdemeanors and/or felonies for which the maximum sentence is 7 years or less, either in New York State Criminal Court, the criminal court of the state of your primary residence (if not New York), or federal court. In New York, the only felonies covered are Class “D” and “E” felonies, as defined by the New York Penal Law.

Debt Cases

A Fund lawyer will represent you in any settlement negotiations where you are sued for a debt arising from the purchase of goods or services from a merchant, or arising from your borrowing money from an institutional lender. A Fund lawyer will represent you in court where you have a valid and provable defense.

Divorce, Separation and Annulment

A Fund lawyer will advise and represent you in divorce, separation or annulment matters as well as support, child custody and visitation rights and the division of marital property at the time of your divorce.

Estate Matters (Small)

A Fund lawyer will advise you regarding the administration of a small estate (i.e., assets in New York State under \$30,000) of an eligible person who dies leaving a will or without leaving a will and will assist you in preparing necessary papers.

Family Matters

A Fund lawyer will advise and represent you (but not your spouse or dependent if it presents a conflict of interest) in matters involving:

- child custody and visitation
- child support or maintenance
- where you are a parent involved in child neglect or abuse proceedings
- foster care
- paternity
- the removal of names from the applicable state registry(ies) for child abuse, and
- domestic violence and orders of protection.

Guardianship

A Fund lawyer will represent you (but not your spouse or dependent) where warranted in your application to be appointed a guardian of the person and/or property of a spouse, child or parent, except where there are substantial assets as the proceeds of a personal injury case.

Immigration Matters

A Fund lawyer will represent you, your spouse and your dependent children (see definition of covered children on page 8) in immigration matters, such as citizenship, application for permanent residence (“green card”), political asylum, TPS or removal proceedings (deportation).

A Fund lawyer will represent you (but not your spouse or dependent) in relative petitions for your spouse, your dependent children and up to two additional relatives. (If you have already petitioned for two relatives outside of your immediate family unit, Fund assistance is no longer available to you for additional relatives.)

Juvenile Delinquency Matters

A Fund lawyer will represent your dependent minor child charged with juvenile delinquency.

Name Changes

A Fund lawyer will represent you in a proceeding to change your name.

Pre-nuptial Agreements

A Fund lawyer will prepare an agreement for you before you are married to define your property interests and those of your future spouse.

Purchase of Goods and Services

A Fund lawyer will represent you in a case involving your complaint related to faulty goods or services where the amount reasonably in controversy exceeds the small claims court jurisdiction. The small claims jurisdiction is presently \$5,000 in New York and \$3,000 in New Jersey, subject to change at any time. If the amount in controversy is less than the small claims court jurisdiction, your Fund lawyer will advise you as to your rights and what steps you might take yourself, but will not represent you in court. The Fund will not handle your case involving goods or services where a private attorney would take your case on a contingent fee basis.

Purchase, Sale or Refinancing of a Home

A Fund lawyer will represent you in the purchase, sale or refinancing of a one- or two-family home, cooperative or condominium apartment, provided that you do not own another home, cooperative or condominium apartment and you and your family will reside there. The Fund will also reimburse you up to \$200 for a home inspection, and up to \$125 for a termite inspection, provided you use a Fund attorney, and that title closes.

Wills, Health Care Proxies and Powers of Attorney

A Fund lawyer will prepare a simple will*, a health care proxy and/or a power of attorney for you and your eligible spouse.

Attorney Referral Services

There are a number of areas where the Fund cannot provide you with a lawyer paid for by the Fund. These areas are outlined on pages 18 – 19 of this booklet.

Even in a matter where the Fund may not be able to provide you with a lawyer paid for by the Fund, you may be given names of lawyers who may be able to assist you in many of those areas.

* *Simple wills do not include trusts or estate or tax planning.*

WHAT THE PLAN COVERS – RETIREES AND THEIR SPOUSES¹

- Wills (simple*) – for eligible retirees (see page 6) and their spouses, limited to once every three years except in the case of a death of a beneficiary or substantial gain or loss of assets.
- Small Estate Administration – consultation and assistance in the obtaining of Letters of Administration (Court Authority to Administer Estates).
- Bankruptcy – Simple Bankruptcy (not Chapter 13 reorganization cases) once every 8 years.
- Immigration – Citizenship, Permanent Residence, Asylum, for you and your spouse as well as two additional petitions for relatives.
- Divorces – Limited to uncontested matters, once every ten years.
- Family Court – Once every five years** except in the case of a substantial change in family circumstances.
- In the case of a dispute between a retiree and his/her spouse the Fund will only represent the retiree.
- Medicare, Medicaid and Social Security issues – preliminary discussions with the retiree only; referral will be made, where requested, to an attorney (at the retiree’s expense) who has expertise in this area of law.
- Credit Reports, Debt, Home Improvement, Lemon Law – telephone advice only.
- Purchase or Sale of a Home – provided it is your primary residence, once every ten years. Refinance once every five years.

¹ *In the case of a dispute between a retiree and his/her spouse, the Fund will only represent the retiree.*

* *Simple wills do not include trusts or estate or tax planning.*

** *The 5-year requirement may be waived at the sole discretion of the Director.*

Please Note: Coverage for eligible Retirees is limited as set forth herein, in addition to any limitations stated in the Plan for Active members.

WHAT THE PLAN DOES NOT COVER

Any legal matters not specifically listed on pages 13 – 17 are not covered under this Plan. Examples of matters and expenses that are not covered are:

- 1.** Disputes with your employer, its officers, agents or subsidiaries.
Coverage is not available in any criminal or civil matter that is related to or arises out of employment with a contributing employer.
- 2.** Disputes with your Union, any of its employees, agents, affiliated bodies or their officers or agents.
- 3.** Disputes or potential disputes with any of the 32BJ Benefit Funds or any other benefit plan or fund administered by your union or employer, or any of their employees, agents, affiliated bodies or their officers or agents.
- 4.** Dependent coverage in disputes between you and a dependent – the Fund would cover you only.
- 5.** Unemployment and Workers' Compensation cases.
- 6.** Any case where litigation or a transaction has begun and is pending or where you are or were represented by a private attorney prior to coming to the Fund office.
- 7.** Disputes with your landlord.
- 8.** Criminal matters involving an "A," "B," or "C" felony, as defined by the New York State Penal Law, or the equivalent charge in another State or in Federal Court.
- 9.** Any case involving or arising from the use of a motor vehicle, including parking tickets, moving violations and other traffic infractions. However, Driving While Intoxicated offenses are covered.
- 10.** Any violations issued by or proceedings before an administrative agency (e.g., Sanitation Department, Fire Department, etc.) except as described on page 13 under "Administrative Agency Matters."
- 11.** Any case involving, but not limited to, Personal Injury, Property Damage, Collections or any matter that can be taken on a contingency basis.

12. Any matter where you are entitled to representation through insurance or from another source without charge to you.
13. All tax matters.
14. Matters that involve or arise from your business, commercial, financial investments or professional venture.
15. Any real estate transaction in which you have already signed a contract prior to coming to the Plan.
16. Any real estate title issue, violation, closing costs or any other cost or expense relating to the purchase, sale or refinancing of a home except as otherwise set forth herein. See page 16 – “Purchase, Sale or Refinancing of a Home.”
17. Any fines or penalties.
18. Any attorney’s fees or costs incurred by an adverse party, or imposed by court order.
19. Immigration travel documents and nonimmigrant visas.
20. Replacement cost for lost immigration documents.
21. Medical examinations, photographs, fingerprints and other expenses associated with immigration or other Agency requirements.
22. Any Surrogate Court fees (except guardianship matters).

The Fund may provide you with the names of attorneys who may assist you in connection with the above, where appropriate. Any arrangements you make with these attorneys for assistance with those legal matters, and any other matters not covered under the Fund, will be at your own cost. The Fund will not be responsible for any costs, fees or disbursements that are incurred by you for outside counsel for a noncovered matter. You are not required to use any attorney referred to you by the Plan.

QUALITY CONTROL

If you have an inquiry concerning the operation of the Fund, or if you can give us some feedback on how we are doing, contact the Director at 1-212-388-3499. The Director is available to answer your questions.

APPEALING DENIED CLAIMS

If your claim for a Legal Services Fund benefit is denied, in whole or in part, you will get a written notice of the denial within 90 days. Special circumstances may require up to an additional 90 days, in which case you will be notified of the delay and the expected date of a decision within the initial 90-day period. The notice will describe the specific reason or reasons for the denial, the Plan provisions on which the denial is based, any additional information or material that you might need to provide in order to support your application and an explanation of why it is necessary, and the Plan's review procedures.

You may file an appeal of any denial of a claim for Legal Services Fund benefits within 180 days of the date you receive the denial notice. Please note that if you are not satisfied with the outcome of a court decision, the decision is not appealable to the Board of Trustees Appeals Committee. However, it may be appealable in the applicable court of law. You or your representative may review pertinent documents and other materials relevant to your claim (regardless of whether they were submitted with your original claim) and submit issues, comments, documents and other information relating to the claim. If you request it, you will be provided with access to or copies of all documents, records or other information relevant to your appeal.

How to File an Appeal

Within 180 days after you receive notice that your claim has been denied, write to the **Board of Trustees Appeals Committee** c/o:

**Building Service 32BJ Legal Services Fund
101 Avenue of the Americas
New York, NY 10013-1991**

You may appear in person at the Appeals Committee meeting, but you do not have to be there. If you do not attend, the Appeals Committee will decide your appeal based on the materials you have submitted.

If you do not request a review of the denial within this 180-day period, you will be considered to have waived your right to a review of the denial.

You must file an appeal with the Committee and follow the process completely before you can bring an action in court. Failure to do so may prevent you from having any legal remedy.

How the Review Process Works Once You File an Appeal

The Appeals Committee will consider your appeal and give you its decision after reviewing all necessary and relevant evidence. The Appeals Committee will give you a full and fair review of the decision denying your application, based upon all comments, documents, records and other information that you submit, without regard to whether that information was submitted or considered in connection with the initial benefit determination.

The Appeals Committee will make its decision on your appeal at the next regularly scheduled Appeals Committee meeting after receipt of the appeal. However, if your request for review is received within 30 days of the next regularly scheduled meeting, your appeal will be considered at the second regularly scheduled meeting following receipt of your appeal. In special circumstances, a delay until the third regularly scheduled meeting following receipt of your request for review may be necessary. You will be advised in writing in advance if this extension will be necessary. Once the Committee makes a decision on your appeal, you will be notified of the decision as soon as possible, but no later than five days after the decision has been reached.

If your claim is denied on appeal, in whole or in part, the notice will state the specific reason or reasons for the decision, the Plan provisions on which the decision is based, and a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents and other information relevant to the claim. The notice will also state that you have a right to bring a civil action under Section 502(a) of ERISA to review the adverse decision on appeal.

All decisions on appeal will be final and binding on all parties, subject only to your right to bring a civil action under Section 502(a) of ERISA after you have exhausted the Plan's appeal procedures. No individual may file a lawsuit until these procedures have been exhausted. **In addition, no lawsuit may be started more than three years after the date on which the applicable appeal was denied.**

If you have any questions about the appeals process, please contact the Compliance Office.

GENERAL INFORMATION

Mailing Address

It is important that you notify Member Services whenever your address changes. (In addition, if you have a pending matter with the Legal Fund, you must also notify the Legal Fund Director of any name or address change.) You are considered unreachable if a letter sent to you by first-class mail to your last known address is returned.

Employer Contributions

The Fund receives contributions in accordance with collective bargaining agreements between the Realty Advisory Board on Labor Relations, Inc., or various independent employers, and your union. These collective bargaining agreements provide that employers contribute to the Fund on behalf of each covered employee. Employers that are parties to such collective bargaining agreements may also participate in the Fund on behalf of non-collectively bargained employees if approved by the Trustees by signing a participation agreement. Certain other employers (such as Local 32BJ itself and the 32BJ Benefit Funds) participate in the Fund on behalf of their employees by signing a participation agreement.

The Compliance Office will provide you, upon written request, with information as to whether a particular employer is contributing to the Fund on behalf of participants working under a collective bargaining or a participation agreement.

How Benefits May Be Reduced, Delayed or Lost

There are certain situations under which benefits may be reduced, delayed or lost. Most of these circumstances are spelled out in this booklet, but benefits also may be affected if you do not:

- furnish the information required for the provision of legal services under the Plan
- cooperate with your Fund lawyer (see page 11 for information), or
- have a current address on file with Member Services.

You should also be aware that Plan benefits are not payable for dependents who become ineligible. Knowingly claiming benefits for someone who is not eligible is considered fraud and could subject you to criminal prosecution.

If the Plan mistakenly pays more than you or a dependent are eligible for, or pays benefits that were not authorized by the Plan, the Fund may seek any permissible remedy allowed by law to recover benefits paid in error.

Compliance with Federal Law

The Plan is governed by regulations and rulings of the Internal Revenue Service, the Department of Labor and current tax law. The Plan will always be construed to comply with these regulations, rulings and laws. Generally, Federal law takes precedence over state law.

Plan Amendment or Termination

The Board intends to continue the Plan indefinitely, but reserves the right to amend or terminate it in its sole discretion. If the Plan is terminated or otherwise amended, it will not affect your right to receive reimbursement for eligible expenses you have incurred prior to termination or amendment.

Upon a full termination of the Plan, Plan assets will be allocated to provide benefits in accordance with the applicable provisions of the Trust Agreement and Federal law.

Keep in mind that the benefits provided under the Plan are not vested. This is true for retirees as well as active employees. Therefore, at any time the Board can end or amend benefits, including retiree benefits, in its sole and absolute discretion.

Plan Administration

Benefits are provided from the Fund's assets. Those assets are accumulated under the provisions of the Trust Agreement and are held in a Trust Fund for the purpose of providing benefits to covered participants and eligible dependents and defraying reasonable administrative expenses.

The Plan is administered by the Board of Trustees. The Board governs the Plan in accordance with an Agreement and Declaration of Trust. The Board and/or its duly authorized designee(s) has the exclusive right, power and authority, in its sole and absolute discretion, to administer, apply and interpret the Plan, and to decide all matters arising in connection with the operation or administration of the Plan. Without limiting the generality of the foregoing, the Board and/or its duly authorized designees, including the Appeals Committee with regard to benefit claim appeals, shall have the sole and absolute discretionary authority to:

- take all actions and make all decisions with respect to the eligibility for, and the amount of, benefits payable under the Plan
- formulate, interpret and apply rules, regulations and policies necessary to administer the Plan in accordance with the terms of the Plan
- decide questions, including legal or factual questions, relating to the calculation and payment of benefits under the Plan
- resolve and/or clarify any ambiguities, inconsistencies and omissions arising under the Plan, as described in this SPD and the Trust Agreement
- rule on any benefit exclusions, and
- determine the standard of proof required in any case.

All determinations and interpretations made by the Board and/or its duly authorized designees shall be final and binding upon all participants, eligible dependents, beneficiaries and any other individuals claiming benefits under the Plan.

The Board has delegated certain administrative and operational functions to the Fund staff and to the Appeals Committee. Most of your day-to-day questions about your benefits can be answered by Member Services staff. If you wish to contact the Board, please write to:

Board of Trustees
Building Service 32BJ Legal Services Fund
101 Avenue of the Americas
New York, NY 10013-1991

Statement of Rights under the Employee Retirement Income Security Act of 1974 as Amended

As a participant in the Building Service 32BJ Legal Services Fund, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:

- Examine, without charge, at the Compliance Office, all documents governing the Plan, including collective bargaining agreements, participation agreements and a copy of the latest annual report (Form 5500 series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration (“EBSA”).
- Obtain, upon written request to the Compliance Office, copies of documents governing the operation of the Plan, including collective bargaining agreements, participation agreements, copies of the latest annual report (Form 5500 series) and an updated Summary Plan Description.
- Receive a summary of the Plan’s annual financial report. The Board is required by law to furnish each participant with a copy of this summary annual report.

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called “fiduciaries” of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

If your claim for a benefit 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 Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan administrator to provide the materials and pay you up to \$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 after you have exhausted the Plan's appeals procedure (see pages 20 – 21). You may not file a lawsuit until you have followed the appeal procedures described on pages 20 – 21. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in 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 your Plan, you should contact the Plan administrator. 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 EBSA, U.S. Department of Labor, listed in your telephone directory, or the:

Division of Technical Assistance and Inquiries
Employee Benefits Security Administration (EBSA)
U.S. Department of Labor
200 Constitution Avenue N.W.
Washington, DC 20210

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of EBSA or by visiting the Department of Labor's website: <http://www.dol.gov>.

PLAN FACTS

This Summary Plan Description is the formal plan document for the Legal Services Fund.

Plan Name: Building Service 32BJ Legal Services Fund

Employer Identification Number: 13-6841620

Plan Number: 501

Plan Year: July 1 – June 30

Type of Plan: Welfare Plan

Funding of Benefits and Type of Administration

All contributions to the Trust Fund are made by contributing employers under the Plan in accordance with their written agreements. Benefits are administered by Legal Fund staff.

Plan Sponsor and Administrator

The Plan is administered by a joint Board of Trustees consisting of Union Trustees and Employer Trustees. The office of the Board may be contacted at:

**Board of Trustees
Building Service 32BJ Legal Services Fund
101 Avenue of the Americas
New York, NY 10013-1991**

Participating Employers

The Compliance Office will provide you, upon written request, with information as to whether a particular employer is contributing to the Plan on behalf of employees working under a written agreement, as well as the address of such employer. Additionally, a complete list of employers and unions sponsoring the Plan may be obtained upon written request to the Compliance Office and is available for examination at the Compliance Office.

To contact the Compliance Office, write to:

**Compliance Office
Building Service 32BJ Benefit Funds
101 Avenue of the Americas
New York, NY 10013-1991**

To contact the Legal Services Fund, call:

1-212-388-3499 or 1-800-551-3225

or write to:

**Building Service 32BJ Legal Services Fund
101 Avenue of the Americas
New York, NY 10013-1991**

Agent for Service of Legal Process

The Board has been designated as the agent for the service of legal process. Legal process may be served at the Compliance Office and on the individual Trustees.