

**MASSACHUSETTS LABORERS'
LEGAL SERVICES FUND**

SUMMARY PLAN DESCRIPTION

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Introduction

The Massachusetts Laborers' Legal Services Plan was established by the Board of Trustees of The Massachusetts Laborers' Legal Services Fund pursuant to collective bargaining agreements between participating Local Unions of the Laborers' International Union of North America, (AFL-CIO) and various employers. The operation of the Plan is supported by regular contributions made pursuant to these agreements.

The day-to-day operations of the Plan and the work of the attorneys in the Main Office are overseen by the Plan Administrator who reports directly to the Fund Trustees. The Attorneys providing services under the Plan are compensated by the Fund and receive no further compensation from the client-beneficiary. There is no infringement upon the independent exercise of the professional judgment of the lawyers furnishing services under the Plan. Their obligations as attorneys are exclusively with their client and confidentiality is maintained in accordance with the Canons of ethics.

The Trustees are authorized to alter, amend, limit or expand the Plan at any time. However changes shall only be prospective and shall not deprive a beneficiary of services he or she may have been entitled to at the time of the change. When significant change is made to this Plan, a description of the change will be distributed to beneficiaries of the Plan.

The Plan may refuse to provide services in any matter the Plan Administrator believes to be frivolous or without substantial merit.

Legal services to beneficiaries are provided by staff attorneys in the Fund's Office located at 14 New England Executive Park, Suite 100, Burlington, MA 01803; for beneficiaries in the counties of Bristol, Barnstable, Dukes and Nantucket, legal services are provided by the Southeastern Massachusetts Office located at 628 Pleasant Street, One City Hall Square, New Bedford, MA 02740; for beneficiaries in the counties of Berkshire, Hampshire, Franklin and Hampden, legal services are provided by the Western Massachusetts Office located at 1120 Main Street, Springfield, MA 01103.

Legal Services in other areas, including Maine, New Hampshire and Vermont, are provided either by law firms with a contractual relationship to the Fund, or local counsel retained by the beneficiary for a previously negotiated fee to be paid by the Fund. In some instances the Fund may reimburse the beneficiary a limited amount for moneys paid to local counsel for legal services pre-approved by the Administrator. In unusual cases the member may be required to pay part of local counsel's fee where the matter is not able to be completed for the agreed upon fee and the Administrator and local counsel do not agree upon additional compensation.

Eligibility

The following persons shall be eligible to receive the services provided under the Plan if, at the time they seek such services, they are:

1. An employee who has been employed by an employer participating in and contributing to the Massachusetts Laborers' Legal Services Fund, and who has accumulated 300 recorded hours of employment with one or more of the contributing employers.
2. Eligibility to receive the services provided under the Plan will commence as of the first day of the second calendar month following the month in which the employee accumulates the 300 recorded hours of employment and will continue during each calendar month provided the employee has completed at least 300 hours of active employment with one or more employers contributing to the Massachusetts Laborers' Legal Services Fund for twelve (12) consecutive months, excluding the month in which the claim arose and the preceding month.
3. A spouse or other eligible dependent shall receive the services provided under the Plan, as long as the delivery of said services does not conflict with the interests of the employee and the employee continues to be eligible for the receipt of such services.
4. In the event an employee's eligibility terminates while a case is pending the case will be carried to its conclusion subject to the limitations in the Plan. A case is deemed to be pending when a summons and complaint, or an answer, has been served upon the opposing party.
5. "Dependents" shall be defined herein as follows:
 - a. A spouse, not legally separated and residing with the employee.
 - b. An unmarried child, (including an adopted child, step child, or foster child) who has not attained his or her 19th birthday, or if a full time student at an accredited school or college, his or her 23rd birthday.
 - c. An unmarried child who has not attained his or her 30th birthday who is totally disabled, dependent upon the member for support and maintenance, and resides with the member.

Services Available

The Plan's legal services include advice, counseling and representation for the following legal matters, provided these matters are personal legal services and do not arise from any business venture or commercial enterprise.

A. GENERAL:

1. **Advice and Consultation**: Each member or dependent will receive as much advice and consultation on Plan covered matters during the year as is required to meet the member's needs.
2. **Drafting and Review of Legal Documents**: Each member or dependent shall be entitled to such drafting or review of documents, including leases, contracts, settlements, releases or notarial acts, as may be required to meet the member's needs.
3. **Legal Research**: Each member is entitled to legal research or opinions for areas of the law covered under the terms of this Plan.

B. CONSUMER TRANSACTIONS AND DEBT:

Services will include the representation in claims and lawsuits arising from members' consumer transactions for the purchase or sale of goods or services other than those undertaken for commercial or profit making purposes.

Consumer transactions will include disputes with a seller or buyer over merchandise or service you have bought or sold (including insurance policies); debt problems resulting from loans, including mortgages on your primary residence (if you own the building in which your primary residence is located it must contain no more than three dwelling units including yours); installment contracts; or any other financial obligation you are unable to meet. In appropriate cases the Plan will represent you in insolvency proceedings.

In addition to the defense and disposition of such claims, should judgment be entered against the beneficiary, then defense will be undertaken in supplementary legal procedures such as garnishment proceedings or wage assignments.

C. DOMESTIC RELATIONS:

This includes representation in divorce or annulment proceedings you want to bring against your spouse, or the defense of divorce or annulment proceedings brought against you. **Representation in divorce or other adversarial proceedings will be available to the union member only.** The Plan's services include representation regarding alimony, support, custody, visitation rights, and property division. Representation will be provided to members regarding the negotiation, preparation or execution of ante-nuptial or property settlement agreements. Legal services are available for change of name proceedings; paternity actions; adoptions; guardianship; and enforcement of child support proceedings.

The Plan will also represent members in disputes with the Department of Revenue Child Support Division and provide representation in Department of Social Services cases.

D. CRIMINAL MATTERS:

If you or an eligible dependent is charged with a crime, call us immediately. Representation is provided for all criminal matters in the Commonwealth of Massachusetts District Courts and similar matters in Courts of comparable jurisdiction in other states and includes bail hearings, probation surrender hearings, probation probable cause hearings, clerk's hearings, arraignments, juvenile matters, pre-trial conferences and hearings, motion hearings (which include motions to suppress, motions to dismiss, etc.), bench and jury trials in both misdemeanors and felonies.

E. VEHICLE AND TRAFFIC MATTERS:

The Plan will represent you for traffic violations, hearings and appeals involving loss of driver's license in District Courts, Registry of Motor Vehicles and/or Board of Appeals. Representation will also be provided for any charge that may result in surcharges, suspension, limitation or revocation of driving privileges and/or incarceration, including driving under the influence, driving to endanger, reckless operation, operating under suspension or revocation and leaving the scene of an accident.

F. REAL ESTATE TRANSACTIONS:

The Plan will provide representation for the purchase or sale of your **primary residence**. This may be a condominium or a building which contains no more than three dwelling units including your own residence. Representation will include preparation and review, of contracts, deeds, declaration of homestead and other real estate documents. Representation can include attendance at closings in cases the Attorney deems appropriate. There is also a one-time reimbursement for legal fees, not to exceed \$500.00 associated with a purchase or refinancing of your **primary residence**. Such claims for reimbursement must be made within one year from the closing date of purchase or refinancing of your residence. Zoning violation representation will be provided for matters involving **the member's primary residence**.

G. WILLS AND RELATED DOCUMENTS:

The Plan will prepare your will or review and update an existing will; a power of attorney and a health care proxy (durable power of attorney for health care) will also be prepared at your request. Representation does not include the creation of separate trust instruments but does include trusts within the will, such as trusts for minor children.

H. PROBATE:

The Plan will provide for representation in probating an estate in cases where the member, spouse or other eligible family member has died. The Plan will also provide probate representation for the estate of mother or father of the union member in cases where the union member is the executor or administrator.

I. LANDLORD AND TENANT:

Representation of a member in an action brought in District or Housing Courts or Courts of comparable jurisdiction in other states by the landlord for rent or for eviction or other proceedings involving your **primary residence**. Representation of a union member landlord against a tenant is covered provided the building contains **three units or less and includes the member's primary residence**. Representation of landlords and tenants is also provided in proceedings involving violation of housing and building codes at your **primary residence**.

J. IMMIGRATION:

The Plan will represent a member or eligible dependent in applications for citizenship, change of status, petition for immigration of member's immediate family which is defined as spouse and children, and deportation proceedings brought against a member or eligible dependent.

K. CLAIMS AGAINST OWN INSURANCE COMPANY:

The representation provided under this heading involves the handling of claims arising out of delays or failing to pay you pursuant to your own insurance contract regarding your automobile, homeowners or residence insurance policy.

L. MONETARY CLAIMS:

1. **Insurance Claims Assistance:** Members will be defended in any matter in which representation is not provided by their insurance carrier, the claim is in excess of the insurance coverage or the member is without liability insurance coverage for the claim.
2. **Plaintiff Property Damage Claims:** The Plan will represent members in property damage claims where the amounts sought are above \$250.00.

M. BANKRUPTCY: (Individual – Non-business)

1. The Plan will represent members in the preparation of Voluntary and Involuntary Chapter 7 and Chapter 13 petitions, or any personal bankruptcy petition, until a discharge or final result has been obtained.
2. The Plan will provide for representation at creditors meetings and all conferences.
3. The Plan will provide representation at all court hearings.

N. ADMINISTRATIVE MATTERS:

The Plan will advise and counsel you on securing your rights and benefit entitlements from government agencies such as Social Security Administration, Department of Social Services, and Department of Transitional Assistance and represent you in hearings before those agencies.

O. OTHER BENEFITS:

The Fund will pay filing fees and service of process fees in connection with legal services provided under the Plan in a Court or administrative proceeding. Other costs and fees, including recording fees in covered real estate transactions and posting of bail in any matter, will not be provided.

P. APPEALS:

An appeal may be taken from a decision of a court or administrative agency which is adverse to the interests of the member or dependent in a matter initially handled by the Plan if, in the opinion of the Plan Administrator, an appeal is appropriate.

Q. MATTERS OUTSIDE OF NEW ENGLAND:

In the event that the union member or an eligible dependent requires legal services outside of New England, the Fund will cover up to a maximum of five hundred (\$500.00) dollars of said fee. **These funds will be paid only to the law firm and under no circumstances will funds be paid to the member or dependent.**

R. ADMINISTRATOR ADJUSTMENT:

The Administrator, in his discretion, may adjust the maximum benefits allowable for any of the above-described covered services.

Termination of Benefits:

Your benefits may be terminated when:

1. The Trustees, after a hearing upon due notice to you, determine that you have engaged in conduct, which warrants termination of benefits, such as fraudulently obtaining benefits or failing to reimburse the Plan for non-covered disbursements made on your behalf;
2. You are no longer eligible for benefits as described on page 2.

Limitations on the Benefits:

1. Dispute between the eligible employee and spouse or dependent child.

A lawyer cannot represent both sides to a dispute. If a dispute arises between you and a member of your family who would otherwise be entitled to representation by the Plan we will represent only you, the covered employee.

2. Dispute between two covered employees.

If the dispute is between two covered employees the Plan will not represent either party. Instead, the Plan will pay a reasonable fee for an outside attorney for each employee. The Plan Administrator shall determine the reasonableness of the fee.

3. Prior Representation.

If you previously received representation from another lawyer in a matter, which commenced, prior to your becoming eligible for services from the Plan, the Plan will not represent you in the matter.

The Plan will represent you in a matter which commenced during a period of eligibility and for which you initially retained other counsel, if, in the opinion of the Plan Administrator, said substitution of attorney is professionally reasonable and appropriate. **Under no circumstances will the Plan be liable for any fees or costs charged by the former counsel.**

4. Maximum Number of Cases.

Each covered family shall be entitled to representation in not more than three (3) legal matters during any one calendar year. This limitation shall not apply to benefits available under General Section A on page three, which provides for benefits for advice and/or consultation, drafting and review of minor legal documents and legal research.

Exclusions:

The following services are not covered by the plan:

1. Commercial, professional or income producing matters in which the member or dependents are involved.
2. Matters which would commonly be handled by a private lawyer on a contingent fee (percentage) basis, such as personal injury and property damage resulting from an accident or other cause; libel; slander; malpractice.
3. Claims for compensation under Worker's Compensation Act.
4. Unemployment Compensation matters.
5. Claims against the Trust, Trustees, Employers contributing to the Fund, Massachusetts Laborers' District Council, Laborers' International Union of North America, Employees of the Plan, Local Unions affiliated with the Massachusetts Laborers' District Council or their officers, the Massachusetts Laborers' Health and Welfare or Pension or Training or Annuity Fund Trustees, or their employees or administrator or agents, or any District Council, Local Union or Employee Benefit Plan and/or Fund affiliated with or sponsored by the Laborers International Union of North America or their employees, administrator or agents.
6. Preparation or filing of federal income tax and state income tax returns.
7. Payment of fines, penalties or damages; legal fees of opposing counsel; any costs or fees not specifically provided for in this Plan Description.
8. Appeals which in the opinion of the Plan Administrator are without substantial merit.

9. Matters where the amount of money in controversy does not exceed \$250.00.
10. Patent and copyright matters.
11. Matters where legal services are available to the member without cost, such as a matter in which an insurance company will provide counsel.
12. Family coverage for dependents is not available in matters where the interests of the member of the Union and his or her eligible dependents are or may reasonably be opposed or in conflict.
13. Criminal cases in Massachusetts Superior Court and similar criminal cases in Courts of comparable jurisdiction in other states and criminal cases in the Federal Court System.
14. Class Actions, Interventions or "friend-of-court" situations.
15. Employment Law.

APPEALING DENIAL OF A BENEFIT:

1. If you are dissatisfied with the legal representation provided by a staff attorney, or the advice and counsel of a staff attorney you must bring the matter to the attention of the Plan Administrator. **In all matters concerning professional judgement and the delivery of legal services the decision of the Plan Administrator is final.**
2. If you are appealing the denial of a legal service benefit you must write to the Chair of the Review Committee, Massachusetts Laborers' Legal Services Plan, 14 New England Executive Park, Suite 100, Burlington, MA 01803.
3. To appeal the decision of the Plan denying your benefit, write a letter to the Review Committee with a copy to the Plan Administrator stating what your protest is, and why you think the denial is wrong. Include any information that you think might help. This protest must be filed within 60 days of the denial of the benefit.
4. If the complaining beneficiary or dependent is dissatisfied with the decision of the Review Committee, he or she shall be entitled to obtain a resolution of the dispute through the process of arbitration. The Chairman of the Review Committee shall arrange for the conduct of the arbitration proceedings in accordance with the rules of the American Arbitration Association.
 - a. The decision of the arbitrator shall be final and binding upon the parties. The arbitrator shall be authorized to allocate the costs of the arbitration proceeding between the complaining beneficiary or dependent and the Fund on a fair and equitable basis.

REVIEW COMMITTEE

A Review Committee shall be established consisting of not less than three (3) nor more than five (5) members of the Board of Trustees. The Review Committee shall select its own Chairman and shall meet at least once each year and otherwise upon the call of the Chairman.

The Review Committee shall investigate the operation of the plan and shall report its findings annually to the Board of Trustees. In addition, if an eligible beneficiary or dependent has a complaint regarding the operation of the plan or a denial of benefits, he or she must bring the matter to the attention of the Chairman of the Review Committee, by forwarding a letter postage prepaid to the Massachusetts Laborers' Legal Services Plan, 14 New England Executive Park, Suite 100, Burlington, MA 01803. Upon receipt of such a letter, the Chairman shall forward the complaint to the Committee to investigate the matter and submit a report with recommendations to the full Board.

MISCELLANEOUS PROVISION

1. The services provided for herein are for the sole benefit of eligible beneficiaries and their dependents. Such services shall not inure to the benefit of, nor accrue to the benefit of, any other person or entity, public or private, such as a Trustee in Bankruptcy or under Chapter XIII or any other Trustee under the National Bankruptcy Act, or to any assignee for the benefit of creditors or otherwise. Services provided under the Plan are not assignable.
2. The Plan shall be subrogated to all rights of an eligible beneficiary or dependent to recover attorneys' fees and costs against any person or entity. Beneficiaries or dependents shall execute and deliver to the Plan any instruments or papers and do whatever else is necessary to secure such rights for the Plan; and they shall do nothing to prejudice such rights.
3. No beneficiary or dependent is required or obligated to consult with or be represented by an attorney employed or retained by the Plan; and such beneficiary or dependent shall remain free to consult with or be represented by any other attorney concerning any matter at his or her own expense.

INFORMATION REQUIRED BY THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974

This Plan is administered by a joint Board of Trustees, consisting of four Union representatives and four Employer representatives. The Board of Trustees has been designated as the agent for the service of legal process.

All contributions to the Plan are made by Employers in accordance with their collective bargaining agreements with affiliates of the Laborers' International Union of North

America, AFL-CIO. The Fund Office will provide you, upon written request, information as to whether a particular employer is contributing to this Plan on behalf of Participants working under the collective bargaining agreement. The collective bargaining agreements require contributions to the Plan at fixed rates per hour worked.

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

The Plan's requirements with respect to eligibility as well as circumstances that may result in disqualification, ineligibility, or denial or loss of any benefits are fully described on pages 2, 9, 10 and 11 of this descriptive booklet.

All of the types of benefits provided by the Plan are set forth in the Services Available Provisions on pages 3 through 8 of this booklet.

The procedures to follow for filing a claim for benefits are set forth on page 12. If all or part of your claim is denied, you may appeal that decision. To make an appeal, write to the Fund Office within 60 days. See pages 12 and 13 for Review Procedure.

As someone who is eligible for benefits from this Plan, you are no doubt aware of the fact that the benefits are provided and paid in accordance with plan provisions out of a trust fund, which is used solely for that purpose. If you have any questions or problems as to benefit coverage, you have the right to get answers from the Trustees who administer the Plan.

The same basic rights have now been incorporated in the Employee Retirement Income Security Act, which Congress adopted in 1974, for application to all benefit plans. Those rights are set forth on pages 14 and 15.

STATEMENT OF RIGHTS UNDER EMPLOYEE INCOME SECURITY ACT OF 1974

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

- Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites and union halls, all plan documents, including insurance contracts, collective bargaining agreements and copies of all documents filed by the plan with the U.S. Department of Labor, Pension and Welfare Benefits Administration, such as detailed annual reports and plan descriptions.

- Obtain copies of all plan documents and other plan information upon written request to the plan administrator. The administrator may make a reasonable charge for the copies.
- Receive a summary of the plan's annual financial report. The plan administrator 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 employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a legal service benefit or exercising your rights under ERISA. If your claim for a legal service benefit is denied in whole or in part you must receive a written explanation of the reason for the denial. You have the right to have the plan review and reconsider your claim. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$100 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and legal fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous. If you have any questions about your plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest Area Office of the U.S. Department of Labor, Pension and Welfare Benefits Administration.