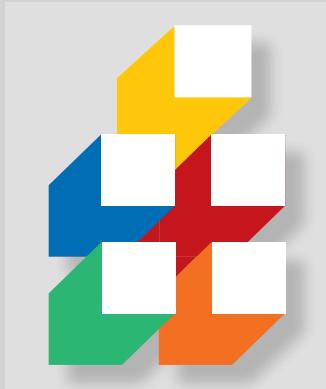




**Building Service 32BJ
Legal Services Fund**



Summary Plan Description

August 1, 2014

Translation Notice

This booklet contains a summary in English of your Plan rights and benefits under the Building Service 32BJ Legal Services Fund. If you have difficulty understanding any part of this booklet, contact Member Services at 1-800-551-3225 for assistance or write to:

Member Services
Building Service 32BJ Legal Services Fund
25 West 18th Street
New York, NY 10011-4676

The office hours are from 8:30 a.m. to 5:00 p.m., Monday through Friday. You may also visit www.32bjfunds.org.

Este folleto contiene un resumen en inglés de sus derechos y beneficios con el Plan del Building Service 32BJ Legal Services Fund. Si tiene alguna dificultad para entender cualquier parte de este folleto, contacte al Centro de servicios para afiliados al 1-800-551-3225 para recibir asistencia, o escriba a la dirección siguiente:

Member Services
Building Service 32BJ Legal Services Fund
25 West 18th Street
New York, NY 10011-4676

El horario de oficina es de 8:30 a.m. a 5:00 p.m., de lunes a viernes. También puede visitar www.32bjfunds.org.

Kjo broshurë përmban një përmbledhje në anglisht, në lidhje me të drejtat dhe përfitimet tuaja të Planit nën Building Service 32BJ Legal Services Fund. Nëse keni vështirësi për të kuptuar ndonjë pjesë të kësaj broshure, kontaktoni Shërbimin e Anëtarit në numrin 1-800-551-3225 për ndihmë ose mund të shkruani tek:

Member Services
Building Service 32BJ Legal Services Fund
25 West 18th Street
New York, NY 10011-4676

Orari zyrtar është nga ora 8:30 deri më 17:00, nga e hëna deri të premten. Gjithashtu, ju mund të vizitoni faqen e Internetit www.32bjfunds.org.

Niniejsza broszura zawiera opis, w języku angielskim, Twoich praw i świadczeń w ramach Planu Building Service 32BJ Legal Services Fund. W przypadku jakichkolwiek trudności ze zrozumieniem dowolnej części broszury, prosimy skontaktować się z Centrum obsługi członków pod numerem telefonu 1-800-551-3225 lub pisemnie na adres:

Member Services
Building Service 32BJ Legal Services Fund
25 West 18th Street
New York, NY 10011-4676

Biuro czynne jest w godzinach od 8:30 do 17:00 od poniedziałku do piątku. Można również odwiedzić naszą stronę pod adresem www.32bjfunds.org.

Building Service 32BJ Legal Services Fund

25 West 18th Street
New York, NY 10011-4676
Telephone 1-800-551-3225

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Important Notice

This booklet is the plan document and the Summary Plan Description (“SPD”) of the Plan of benefits (“the Plan”) of the Building Service 32BJ Legal Services Fund (“the Fund”) for purposes of the Employee Retirement Income Security Act of 1974 (“ERISA”), as amended. The terms contained herein constitute the terms of the Plan. Your rights to benefits can only be determined 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.

In the event of conflict or ambiguity between this SPD and your collective bargaining agreement, this SPD will control. Also, in the event there is any conflict between the terms and conditions for the Plan as set forth in the SPD 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 control.

- Save this booklet – put it in a safe place. If you lose a copy, you can ask Member Services for another or obtain it from www.32bjfunds.org.
- If you change your name or address – notify Member Services immediately by calling 1-800-551-3225 so your records are up-to-date. In addition, if you have a pending matter with the Legal Fund, you must also notify your attorney of any name, address or telephone 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. In the sections describing the benefits payable to participants and dependent, the words “you” and “your” may also be used to refer to eligible dependents.
- This booklet describes the provisions of the Plan in effect as of August 1, 2014, unless specified otherwise.

Eligibility and Participation

When You Are 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.
- 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 four boroughs (including Co-op City and Westchester residential) 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.

- **New York City Public School Employees:**

- **Effective July 1, 2014, the eligibility rule for public school employees is as follows:**
If you work in a New York City Public School and your employer reports to the Fund that you are expected to regularly work at least 30 hours in each 14 day pay period** (“pay period”), you are eligible for benefits once you have completed 90 consecutive calendar days. You will maintain benefits until you have completed the first 13 pay period measurement period as described in the third paragraph on the following page. From this period on, you will be subject to the rules for on-going employees. If you are not reported on two consecutive pay periods, your eligibility for benefits will end as of the last day

* Covered employment means work in a classification for which your employer is required to make contributions to the Fund.

** Pay period for employees who work in the New York City Public Schools, a pay period is the 14 day period which is used for payroll purposes.

of the second pay period in which no hours were reported. If you return to work within six pay periods from the last day of the first pay period in which no hours were reported, benefits will be restored for the remainder of the applicable benefits coverage period.

If you are a new seasonal or variable hour employee or your employer fails to report your hire status, your hours will be measured over 13 pay periods starting with the first pay period in which you work. If you average 30 hours a pay period over 13 pay periods, you will become eligible for benefits on the first day of the pay period following a four pay period administrative period. You will maintain benefits for the following 13 pay periods, which is called the benefits coverage period. However, if you are not reported on two consecutive pay periods, your eligibility for benefits will end as of the last day of the second pay period in which no hours were reported. If you return to work within six pay periods from the last day of the first pay period in which no hours were reported, benefits will be restored for the remainder of the applicable benefits coverage period.

Having first achieved eligibility, average hours for on-going employees will be measured each year during two 13 pay period measurement periods. The first measurement period generally runs from the end of February through the end of August, and the second measurement period generally runs from the end of August through the end of February. Each measurement period is immediately followed by a 13 pay period benefits coverage period.

If you average 30 hours a pay period over the 13 pay period measurement period, you will become eligible for benefits for the immediately following 13 pay period benefits coverage period. However, if you are not reported on two consecutive pay periods, your eligibility for benefits will end on the last day of the second pay period in which no hours were reported. If you return to work within six pay periods from the last day of the first pay period in which no hours were reported, benefits will be restored for the remainder of the applicable benefits coverage period.

For purposes of this rule, a pay period for employees who work in the New York City Public Schools is the 14 day period which is used for payroll purposes

- **Prior to July 1, 2014, the eligibility rule was as follows:**

If you work in a **New York Public School** and you work more than 60 hours in a 28 day pay period you become eligible for benefits on the 91st day of covered employment, if the Fund is notified of your date of hire. If the Fund is not notified of your date of hire, after you have appeared on three consecutive Department of Education payroll reports, you become eligible for benefits on the last day of the first payroll period. This change is effective June 1, 2008.

• 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.

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.

New York City Public School Employees should refer to pages 6–7 for their specific eligibility requirements.

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 in the event of an appeal of your case by any party.

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. However, no new case can be commenced during this period of time.

If You Come Back to Work

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

- within 91 days, your Plan participation starts again on your first day back at work, or
- more than 91 days later, you would have to complete 90 calendar days with the same employer before participation resumes.

For New York City Public School employees, see pages 6–7.

Dependent Eligibility

As long as you are eligible for benefits under the Plan, your dependents are eligible for benefits *as described in this SPD*, provided they meet the definition of “dependent” under the Plan as described in the following chart. Only retirees and their spouses are eligible for retiree benefits.

Dependency	Age Limitation	Requirements
Spouse	None	The person to whom you are legally married (if you are legally separated or divorced, your spouse is not covered).
Children (except disabled children)	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)	The child: <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*, AND is one of the following: <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, and • 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.
Children (disabled)	None	The child: <ul style="list-style-type: none"> • is totally and permanently disabled, • became disabled while, or before becoming, an eligible dependent, • is not married, • has the same principal address as the participant****, or as required under the terms of a Qualified Medical Child Support Order (“QMCSO”), and • 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**.

* 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 custody.

**** If you are legally separated or divorced, then your child may live with and/or be the tax dependent of the legally separated or divorced spouse. If you were never married to your child’s other parent, then the child may live with the other parent but must be your tax dependent.

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, or
 - 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.

* Generally, a legal separation is any court order or agreement filed with the court under which the parties acknowledge they are living separately. Legal separation includes, but is not limited to, a divorce from bed and board, limited divorce, judicial separation, separate maintenance, inter-spousal agreement, marital property settlement agreement, and property settlement agreement.

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 25 West 18th Street, New York, NY 10011-4676 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 14–18. However, please note that retirees have access only to the legal services listed in the retiree eligibility section on page 19. 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 ("the 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 to the trustees (as described on pages 21–23).

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 14–18.

Any legal matters not specifically listed on pages 14–18 are not covered under this plan. Some, but not all, examples of matters and expenses not covered can be found on pages 20–21.

Litigation Expenses

You pay the first \$500 of litigation expenses on all cases except Citizenship, Relative Petition or Adjustment of Status Applications, 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 13, 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.

For Citizenship, Relative Petition or Adjustment of Status Application cases opened or continuing on or after February 1, 2012, you pay a \$100 deductible. For cases started prior to but continuing after February 1, 2012, the \$100 deductible must be met with respect to any new expenses regardless of whether or not you previously satisfied the \$500 deductible. After the deductible is met, the Fund will pay any remaining filing fees on covered costs and expenses as detailed on page 14 up to \$6,000 on each matter.

The following are the only expenses that the Fund covers, subject to the cost-sharing described on page 12:

- 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 a Court,
- Forensic evaluations by health professionals as required by a 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 14–18 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 19.

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 Survivor’s or Retirement Benefits,
- Social Security Supplemental Security Income (“SSI”), but **not** Social Security Disability (“SSD”),
- 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, or
- 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, or
- Hearings involving claims for special educational funds or assistance on behalf of physically handicapped children or children who are severely mentally disabled.

Who is eligible? Participant, spouse and dependent(s).

Adoptions

A Fund lawyer will represent you in the adoption of a child. The Fund will represent your spouse only in a Joint Petition with you.

Who is eligible? Participant and spouse, if a joint petition.

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.

Who is eligible? Participant, spouse and dependent(s).

Bankruptcy

A Fund lawyer will advise and, in some cases, represent you on matters involving your debts. (See “Debt Cases” on page 16.) If personal bankruptcy seems appropriate for you, your Fund lawyer will assist you in submitting a Bankruptcy Petition to the Court.

Who is eligible? Participant, spouse and dependent(s).

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 20–21.

Who is eligible? Participant, spouse and dependent(s).

Criminal Cases*

A Fund lawyer will represent you in criminal matters involving violations, misdemeanors and/or felonies for which the maximum sentence is seven 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.

Who is eligible? Participant, spouse and dependent(s).

* Dependents are not eligible for Plan benefits when the situation involves a legal or adversarial dispute with the Member. For example, the Plan would not represent your spouse in your divorce or adversarial Criminal or Family Court matters, such as support, custody, visitation or order of protection. In any case involving a conflict of interest between you and your dependent, the Plan would provide legal services to you only.

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.

Who is eligible? Participant, spouse and dependent(s).

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.

Who is eligible? Participant only.

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.

Who is eligible? Participant and spouse.

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.

Who is eligible? Participant, spouse and dependent(s).

* Dependents are not eligible for Plan benefits when the situation involves a legal or adversarial dispute with the Member. For example, the Plan would not represent your spouse in your divorce or adversarial Criminal or Family Court matters, such as support, custody, visitation or order of protection. In any case involving a conflict of interest between you and your dependent, the Plan would provide legal services to you only.

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.

Who is eligible? Participant only.

Immigration Matters

A Fund lawyer will represent you, your spouse and your dependent children (see definition of covered children on page 9) in immigration matters, such as citizenship, application for permanent residence (“green card”), political asylum, Temporary Protective Status or removal proceedings (deportation).

A Fund lawyer will represent you in Relative Petitions for your spouse and dependent children. A Fund lawyer will also represent you and your spouse to petition for up to a total of four additional relatives. The maximum number of petitions per family (not including spouse and dependent children) is four. (If you have already petitioned for four relatives outside of your immediate family unit, Fund assistance is no longer available to you for additional relatives.)

The Legal Fund offers free assistance in completing the application under the Deferred Action for Childhood Arrivals Program for covered dependents. For purposes of this benefit, only covered dependents are your eligible spouse and children (as defined on page 9) who were under age 31 as of June 15, 2012. The government’s application fee is not covered and is your responsibility to pay.

Who is eligible? Participant, spouse and dependent(s).

Juvenile Delinquency Matters

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

Who is eligible? Dependent children.

Name Changes

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

Who is eligible? Participant, spouse and dependent(s).

* Dependents are not eligible for Plan benefits when the situation involves a legal or adversarial dispute with the Member. For example, the Plan would not represent your spouse in your divorce or adversarial Criminal or Family Court matters, such as support, custody, visitation or order of protection. In any case involving a conflict of interest between you and your dependent, the Plan would provide legal services to you only.

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.

Who is eligible? Participant only.

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.

Who is eligible? Participant, spouse and dependent(s).

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. The Fund will represent your spouse only in a joint transaction with you.

Who is eligible? Participant and spouse, if a joint contract.

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.

Who is eligible? Participant and 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 20–21 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, estates or tax planning.

What the Plan Covers – Retirees and their Spouses⁽¹⁾

- Wills (simple*) – for eligible retirees (see page 8) 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 eight years.
- Immigration – A Fund lawyer will represent you and your spouse in immigration matters, such as citizenship, application for permanent residence (“green card”), political asylum, Temporary Protective Status or removal proceedings (deportation). A Fund lawyer will also represent you and your spouse to petition for up to a total of four additional relatives. The maximum number of petitions per family (not including spouse) is four. (If you have already petitioned for four relatives outside of your spouse, Fund assistance is no longer available to you for additional 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.

Who is eligible? Participant and spouse, if a joint contract.

⁽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, estates 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 14–18 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 prior attorney before 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 14 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 18, "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).
23. Social Security Disability.

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.

Approval and Denial of 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.

Appealing Denied Claims

If your claim is denied, in whole or in part, you may appeal in writing to the Board of Trustees' Appeals Committee within 180 days from the date of the denial notice.

Appeals to the Board of Trustees must be mailed to:

Board of Trustees' – Appeals Committee
Building Service 32BJ Legal Services Fund
25 West 18th Street
New York, NY 10011-4676

Your appeal should state clearly the reasons for your appeal and should include any additional documents, records or other evidence that you believe should be considered in connection with your appeal.

You must file an appeal before you can file any kind of legal action to review the denial of benefits.

The Appeals Committee will consider your appeal and give you its decision after reviewing all necessary and pertinent evidence. You (or your authorized representative) may submit written comments, documents, records and other information relating to the claim in support of your appeal. In considering your appeal, the Appeals Committee will review all information that you submit, even if it was not submitted or considered in the initial benefit determination. In addition, upon your written request, the Plan will provide you (or your authorized representative) with access to, or copies of, all documents, records and other information relevant to your claim.

The Appeals Committee will make its decision on your appeal at the next regularly scheduled meeting of the Appeals Committee following receipt of your appeal. However, if your request is received less than 30 days before the next regularly scheduled meeting, your appeal will be considered at the second regularly scheduled meeting following receipt of your request. 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 a decision on review of your claim has been reached, you will be notified of the decision as soon as possible, but no later than *five days* after the decision has been reached.

Appeal Decision Notice

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 the Employee Retirement Income Security Act of 1974 (“ERISA”) to review the adverse decision on appeal.

Further Action

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 there is no decision on appeal, no lawsuit may be started more than three years after the time when the Appeals Committee should have decided the appeal.

If you have any questions about the appeals process, please contact the Compliance Office. For questions about your appeal rights or for assistance, you can contact the Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.askebsa.dol.gov.

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 your attorney 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 Plan 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, or your dependent, do not:

- furnish the information required for the provision of legal services under the Plan,
- cooperate with your Fund lawyer (see page 12 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 and 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

The Plan is what the law calls a “health and welfare” benefits program. 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 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 established under the Trust. 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 or other Plan documents,
- process and approve or deny benefit claims and 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
25 West 18th Street
New York, NY 10011-4676

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 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, the latest annual report (Form 5500 series) and an updated Summary Plan Description. The Fund may make a reasonable charge for the copies.
- 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.

Prudent Action by Plan Fiduciaries

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.

Enforce Your Rights

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 process. 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. You may not file a lawsuit until you have followed the appeal procedures described on pages 21–23. 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.

Assistance With Your Questions

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> or call their toll-free number at 1-866-444-3272.

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
25 West 18th Street
New York, NY 10011-4676

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
25 West 18th Street
New York, NY 10011-4676

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
25 West 18th Street
New York, NY 10011-4676

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.



**Building Service 32BJ
Legal Services Fund
25 West 18th Street, New York, New York 10011-4676
Telephone 1-800-551-3225
www.32bjfunds.org**



Building Service 32BJ Legal Services Fund

25 West 18th Street
New York, NY 10011-4676

www.32bjfunds.org
800-551-3225 Member Services

Héctor J. Figueroa, *Chairman*
Howard I. Rothschild, *Secretary*
Peter Goldberger, *Executive Director*
Olivia Cuggy, *Fund Director*

SUMMARY OF MATERIAL MODIFICATIONS

Building Service 32BJ Legal Services Fund

The following is a list of changes which have occurred since the printing of the Building Service 32BJ Legal Services Fund Summary Plan Description (SPD) dated August 1, 2014. This Summary of Material Modifications (SMM) supplements or modifies the information presented in your SPD with respect to the Plan. **Please keep this document with your copy of the SPD for future reference.**

Change in Employer Trustee’s Page 1: Effective January 1, 2019, Howard I. Rothschild’s address has been changed to Realty Advisory Board on Labor Relations, Inc., One Penn Plaza, New York, NY 10119-2109.

Change in Executive Director, Building Service 32BJ Benefit Funds Page 1: Effective January 1, 2018, Peter Goldberger has replaced Susan Cowell as Executive Director of the Building Service 32BJ Benefit Funds.

Change in Director, Building Service 32BJ Legal Services Fund Page 1: Effective July 1, 2017, Olivia Cuggy has replaced Alan M. Snyder, Esq. as Director of the Building Service 32BJ Legal Services Fund.

Change in Fund Auditor Name Page 1: Effective August 31, 2017, Bond Beebe has joined Withum Smith + Brown, PC, and has changed its name to Withum Smith + Brown, PC.

Alignment of New York City Public School Employees Eligibility with Active Employees Pages 6 & 7: Effective January 1, 2019, the 2nd bullet titled *New York City Public School Employees* is deleted in its entirety.

Continued Coverage for Existing Legal Matters while on Disability Page 8: Effective April 1, 2017, the following section is added after the section “*Arbitration.*”

Disability

You may continue to be eligible for up to 30 months of Legal Services Fund coverage for any *existing matter* provided you are unable to work, you are eligible for the Fund Paid Health Extension and are receiving (or are approved to receive) one of the following disability benefits:

- Short-term disability;
- Long Term Disability; or
- Workers’ Compensation.

When any of the following events occur, your extended coverage will end:

- You elect to discontinue coverage,
- Your Short-term disability, Long Term Disability or Workers’ Compensation ends,
- You are no longer eligible for the Fund Paid Health Extension, or
- You die.

No new case may be commenced during this period of time.

Expansion of Legal Representation Page 11: Effective February 1, 2019, the text under the section *Extent of Legal Representation* is deleted in its entirety and replaced with the following:

The Fund provides lawyers and legal assistance only in the United States, Washington DC and Puerto Rico. The Legal Fund will provide lawyers and legal assistance to you for covered legal matters (as shown on pages 14–18 or page 19, if you are a retiree) that arise in the state of your primary residence. The Fund will also provide lawyers and legal assistance to you for a covered legal matter that arises in the state of your covered employment. Generally, the Fund will not provide lawyers and legal assistance to you if your legal matter arises outside the state of your primary residence or the state where you are working in covered employment regardless of whether the matter is a covered matter.

However, the Fund will provide lawyers and legal assistance for covered matters for eligible participants who live in Virginia, the District of Columbia or Maryland, for a proceeding that is being administered in:

- the District of Columbia;
- the Maryland counties of Montgomery, Baltimore, Prince Georges, Charles, Frederick, Washington, Carroll, Hartford, Howard, Anne Arundel, Calvert and St. Mary's County; and
- the Virginia counties of Loudoun, Arlington, Fairfax, Prince William, Fauquier and Stafford County.

In addition, the Fund will provide lawyers and legal assistance for covered matters for eligible participants who live in New York, New Jersey or Connecticut for a proceeding that is being administered in:

- the New York counties of Bronx, Kings, Queens, Richmond, New York, Nassau, Suffolk, Westchester, Orange, Rockland, Putnam, Dutchess, and Ulster;
- the New Jersey counties of Bergen, Hudson, Essex, Union, Passaic, Morris, Somerset and Middlesex; and
- the Connecticut counties of Fairfield, New Haven and Hartford County.

The Fund has Staff Attorneys (attorneys employed by the Fund) as well as Cooperating Attorneys (attorneys not employed by the Fund but who accept cases assigned by and are paid by the Fund), collectively known as Fund lawyers, who handle covered legal matters. If your legal matter arises in New York, in most cases, your lawyer will be a Staff Attorney. If your legal matter arises outside New York or you have a dispute with someone who is also eligible for Fund Services, the Fund Director will refer your case to a Cooperating Attorney.

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

What the Plan Covers – Active Employees and their Dependents Page 14: Effective January 1, 2017, the following sentence is added to the end of the first paragraph:

In addition, the Plan offers educational sessions from time to time relating to some of these benefits to help you get the most out of the benefits.

Criminal Cases Page 15: Effective July 1, 2017, the first paragraph under the section *Criminal Cases** is deleted in its entirety and replaced with the following:

A Fund lawyer will represent you in criminal matters involving violations, misdemeanors and/or felonies which carry a jail sentence and for which the maximum sentence is seven years or less in the criminal court of the state where the crime occurred, or federal court.

Addition of Deferred Action for Parents Benefit Page 17: Effective January 1, 2015, the following sentence is added at the end of the section titled *Immigration Matters*:

The Legal Fund offers free assistance in completing the application under the Deferred Action for Parental Accountability Program. The government's application fee is not covered and is your responsibility to pay.

Addition of Circumstances Under Which Attorney Referrals may not be Given Page 18: Effective January 1, 2017, the second paragraph under the section *Attorney Referral Services* is deleted in its entirety and replaced with the following:

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 the names of lawyers who may be able to assist you in many of those areas provided there is no conflict with the Union, the Benefit Funds or the Employer.

Limitation on Divorces that are Covered for Retirees Page 19: Effective January 1, 2017, the fifth bullet under the section *What the Plan Covers—Retirees and their Spouses⁽¹⁾* is deleted and replaced with the following:

Divorces – Limited to uncontested matters where the adverse party waives their appearance, once every ten years.

Addition of Non-covered Services Pages 20-21: Effective January 1, 2017, under the section *What the Plan Does Not Cover* the following services are added to the list of services the Plan does not cover:

24. Employment based Immigration applications
25. Affidavits of Support for Immigration petitions not being processed by the Legal Fund.

If you have any questions about this notice or want further information about the changes please contact Member Services at 1-800-551-3225 between the hours of 8:30 AM and 5:00 PM Monday through Friday or visit us on-line at www.32bjfunds.org.