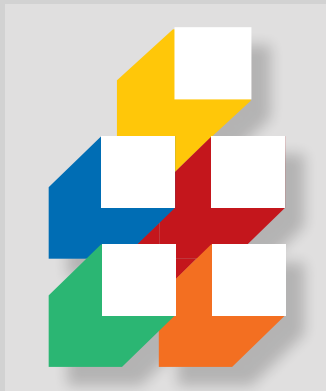




32BJ North Legal Services Fund



Summary Plan Description

January 1, 2021

Translation Notice

This booklet contains a summary in English of your Plan rights and benefits under the 32BJ North 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
32BJ North 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 32BJ North 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
32BJ North 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 32BJ North 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
32BJ North 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 32BJ North 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
32BJ North 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.

32BJ North Legal Services Fund

25 West 18th Street, New York, NY 10011-4676
Telephone: 1-212-388-3499

The 32BJ North Legal Services Fund is administered by a joint Board of Trustees consisting of Union Trustees and Employer Trustees with equal voting power.

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Important Notice

This booklet is the plan document and Summary Plan Description (“SPD”) of the Plan of benefits (“the Plan”) of the 32BJ North Legal Services Fund (“the Fund”) for the 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 by this SPD, as interpreted by the Fund’s 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, to the maximum extent permitted by law, in the event there is any conflict between the terms and conditions for the Plan benefits as set forth in the SPD and any oral advice you receive from a Building Service 32BJ Benefit Funds employee, union representative, or employer, 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 copy 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.
- 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 January 1, 2021, unless specified otherwise.

Definitions

Certain words have specific meanings with respect to the Plan. These words are capitalized and are in bold throughout this SPD.

- **Participant** as used throughout this SPD refers to an individual who is employed by a **Contributing Employer** in an occupation for which contributions are required to the Fund, and who satisfies the requirements for participation as described in this SPD.
- **Contributing Employer** as used throughout this SPD refers to an employer that is required to make contributions to the Fund on behalf of its covered employees under the terms of a collective bargaining agreement (“CBA”) with the SEIU Local 32BJ or under another written agreement with the Fund’s Board of Trustees.
- **Covered Employment** as used throughout this SPD means work in a classification for which your employer is required to make contributions to the Fund.

Eligibility and Participation

When You Are Eligible

Eligibility for benefits under the Plan depends upon the collective bargaining agreement or other written agreement that covers your work. Unless specified otherwise in your collective bargaining agreement or other written agreement, eligibility is as follows:

Your employer will be required to begin making contributions to the Fund on your behalf when you have completed 90 consecutive days of full-time **Covered Employment** with the same employer. For this purpose, **Covered Employment** includes certain leaves of absence for which contributions are due under your collective bargaining agreement. If you have any questions regarding your eligibility, please contact Member Services. Except as otherwise provided on pages 7–8 (see Special Rules for Seasonal Employees), when you have completed that 90-day waiting period, you and your eligible dependents become eligible for the benefits described in this booklet on your 91st day of **Covered Employment**.

Once you are initially eligible for benefits, you remain eligible as long as you are working in **Covered Employment** or unless your benefits are terminated for any reason described in this SPD. You are considered to be in **Covered Employment**:

- During periods of active work,
- During paid vacations,
- While on jury duty,
- While collecting workers’ compensation or short-term disability benefits from an employer for the period employer contributions are required, up to 26 weeks from the last date worked.

When You Are No Longer Eligible

If your employment ends after your eligibility began and you return to **Covered Employment** with the same **Contributing Employer**, your participation in the Plan will recommence on the first day your **Contributing Employer** is required to recommence contributions to the Plan on your behalf under its CBA. Otherwise, you will be subject to a new 90-day waiting period to requalify for coverage.

Your eligibility under the Plan ends:

- At the end of the 30th day after which you no longer work in **Covered Employment**, including transfer to a job classification outside the jurisdiction of the collective bargaining agreement, layoff, leave of absence, retirement, or unpaid vacation,
- The earlier of when you have completed 26 weeks of workers’ compensation or short-term disability, for a period during which employer contributions were required, or when you have exhausted your benefits under workers’ compensation or short-term disability, for a period during which employer contributions were required,

- On the date when your employer terminates its participation in the Plan, or the date on which the Plan terminates your employer’s participation in the Plan; or
- On the date the Plan is terminated.

The Board reserves the right, in its sole discretion, to terminate your eligibility if your employer becomes seriously delinquent in its contributions to the Fund, as determined by the Board of Trustees based on the facts and circumstances, or if your employer is contributing pursuant to an expired collective bargaining agreement for nine months or more.

You are covered for 30 days under the Plan after you leave your employment. If, at the time your eligibility terminates, 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. Any suit that cannot be concluded within six months must be brought to the Board for a decision on whether a Fund attorney can continue to represent you. The Plan will not cover you in the event of an appeal of your case by any party.

Special Rules for Seasonal Employees

Because of different work schedules and different employer-contribution schedules, the applicable collective bargaining agreement may provide special rules for seasonal employees. If you are a seasonal employee, consult your collective bargaining agreement or call the Fund Office for more information regarding your eligibility.

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 below and on the following page.

Classification	Age Limitation	Requirements
Spouse		The person to whom you are legally married, unless you and your spouse are legally separated pursuant to either a separation decree or separation agreement. If you are legally separated, your spouse is not eligible for coverage under the Plan.
Dependent Children	Until the end of the month in which the child reaches age 19.	The child 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, or • Your stepchild: this includes your spouse’s biological or adopted child.
Other dependents - Your grandchild, niece or nephew ONLY if you are the legal guardian** (if application for legal guardianship is pending, you must provide documentation that papers are filed and provide proof when legal process is complete).	Until the end of the month in which dependent child reaches age 19.	The child: <ul style="list-style-type: none"> • Is not married, • Has the same principal address as the Participant, and • Is dependent on the Participant for all his or her annual support and maintenance and is claimed as a dependent on your tax return.

* Your adopted dependent child will be covered from the date that child is adopted or “placed for adoption” with you, whichever is earlier (but not before you become eligible), if you enroll the child within 30 days after the earlier of placement or adoption. A child is “placed for adoption” with you on the date you first become legally obligated to provide full or partial support of the child whom you plan to adopt. However, if a child is “placed for adoption” with you, but the adoption does not become final, that child’s coverage will end as of the date you no longer have a legal obligation to support that child.

** 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 will 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:

- To be eligible for benefits, 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 dependents remain eligible for benefits as long as you remain eligible, except for the following:

- Your *spouse's* eligibility ends on the earliest of: (i) the date of your divorce; (ii) the effective date of a separation agreement between you and your spouse or (iii) the date a separation decree is entered by the court.
- Your *child's* eligibility ends at the end of the month in which your child no longer satisfies the requirements described on page 9.
- Your dependent's eligibility for coverage ends on the date your dependent commences work in **Covered Employment** and becomes eligible for coverage under the Plan as a **Participant**.
- Eligibility of a spouse and dependent children ends on the 30th day after your death.

How To Enroll

Coverage under the Plan is not automatic. Legal services cannot be provided until enrollment information is provided to the satisfaction of the Fund. The Fund may periodically require proof of continued eligibility for you or a dependent. Failure to provide such information could result in a loss of coverage. Contact Member Services for information or a copy of the enrollment form.

How To Use the Legal Services Fund

If you need a lawyer, call the Fund at 1-800-551-3225.

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 to the Fund office at 25 West 18 Street New York, New York 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**.

Attorneys retained by the Legal Services Fund will provide you with legal services. There is no fee to be paid by any **Participant** in order to entitle him/her to the benefits of the Fund. Your relationship with the attorney will be that of attorney and client. No member of the Legal Services Fund, or any Trustees of the Legal Services Fund, can interfere with this relationship.

You are not required to use the benefits provided by the Legal Services Fund. You are free at all times to hire your own attorneys, but the Fund will not pay any costs associated with a privately retained attorney. The Legal Services Fund will not absorb, or be responsible for, any part of the fees or charges of attorneys other than the Fund-designated attorney.

Court Costs – The Legal Services Fund covers only legal fees paid to an attorney on your behalf under the Plan. You and your dependents shall be required to pay all fees and costs, including court costs (i.e. filing fees), required before the case starts, and all additional costs as necessary. The Legal Services Fund shall be permitted to withdraw from your representation or refuse to provide legal service benefits if you fail to make the required payments, to the extent permitted by law.

You are also free at any time to discontinue the services of the Fund's attorney and, if you so desire, to secure the services of another attorney. **However, in such an event the Legal Services Fund will not be responsible for nor absorb any part of the fees or charges of such other attorneys.**

Why a Fund Lawyer May Be Unable To Represent You

Lawyers are governed by a Model Rules of Professional Conduct, that states that they cannot represent clients who make unreasonable demands, including, but not limited to, requests for representation in court when, in the judgment of the Trustees, based on a recommendation from your attorney, to participate would be tantamount to a frivolous action or defense. The Legal Services Fund can only represent you if you cooperate with your attorney and do not make unnecessary or unreasonable demands. 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.) your attorney may, at the discretion of the Board of Trustees, withdraw from the case, to the extent permitted by law. If you disagree with the decision to withdraw, you may file an appeal with the Fund's Board of Trustees (as described on pages 24–26). In such cases, you are free to secure your own attorney; however, the Legal Services Fund will not be responsible for any of the fees or charges of your attorney.

How to Obtain Covered Legal Services

In order to obtain legal services described in the Plan, contact the Legal Fund by calling 1-800-551-3225.

Participant vs. Participant

In instances where two **Participants** are involved in the same controversy or are proceeding as adversaries (and both **Participants** would have the right to the benefit under the rules of the Fund), each **Participant** will be provided with an attorney.

What the Plan Covers

The benefits of the Legal Services Fund are divided into four categories: General, Civil, Immigration, and Criminal Matters. Contact the Legal Services Fund at 1-800-551-3225 to discuss your case and see if it is a covered matter.

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.

General Legal-Matters Benefits

This section answers the Fund's General Legal Benefits that involve any general questions that you may have regarding your legal rights, unless these legal matters are specifically excluded under the Plan.

Consultation

This benefit provides you and your eligible dependent(s) with an opportunity to consult with an attorney for up to three one-hour sessions each calendar year per family concerning any covered matter that is not excluded under this Plan. This means, for example, that if your dependent spouse receives three consultations in one calendar year, no additional Consultation Benefits are available to you or your dependents in that same year. The Consultation Benefit does not involve representation by counsel.

Who is Eligible? – **Participants**, spouse, and dependent(s).

Document Review

This benefit provides review and interpretation by an attorney of certain legal documents, such as guarantees, warranties, installment purchase agreements, insurance policies, and court papers.

The following documents are **not** included in the Document Review Benefit:

- Tax Returns,
- Leases, and
- Work that is being prepared by other attorneys at the time of your Document Review appointment.

The Document Review Benefit provides review and interpretation of documents; it does not involve representation by counsel.

Who is Eligible? – **Participant**, spouse, and dependent(s).

Representation in Civil Matters

This section describes the Civil Legal Benefits available under the Plan. In addition to the Last Will and Testament Benefit, you and your dependents are each entitled to up to three of the following Civil Legal Benefits each year.

- Last Will and Testament (available in addition to the three types of covered matters)
- Adoption
- Guardianship
- Change of Name
- Real Estate
- Uncontested Divorce
- Legal Separation Agreement
- Annulment Proceeding
- Family Court
- Consumer-Debt Defense
- Personal Bankruptcy
- Consumer Matters (Faulty Goods or Services)
- Administrative Agency Benefit

For example, if the Legal Services Fund represents you in purchasing a home and changing your name, you would be entitled to representation in one other matter from the case types listed on the previous page in any single calendar year. In the next year, you would again be entitled to representation in three of the listed types of matters, even if your case started in the prior year and was still ongoing.

Last Will and Testament

This benefit is available in addition to the three covered matters per calendar year and provides you and your spouse with the opportunity, once every two years, to have a simple Last Will and Testament prepared and executed under the supervision of an attorney. (Simple Wills do not include trusts or tax planning.) This benefit also includes preparation/execution of a Health Care Proxy and Power of Attorney.

Who is Eligible? – **Participant** and spouse.

Adoption

This benefit provides legal representation of you, and your spouse if a joint petition, in adoption proceedings. This benefit does not include payment of any fees or expenses (such as adoption agency fees) and is limited to those services normally rendered by an attorney to formalize an adoption. After all arrangements have been agreed upon, the attorney will prepare all petitions and accompanying papers and will appear in court with the parties in support of the adoption, if required.

Who is Eligible? – **Participant** and spouse, if a joint petition.

Guardianship

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

Who is Eligible? – **Participant** only.

Change of Name

An attorney will provide legal advice and representation in the change-of-name procedure. The attorney will file all appropriate papers and represent you in the change-of-name process.

Who is Eligible? – **Participant**, spouse, and dependent.

Purchase, Sale, or Refinancing of a Home

This benefit provides legal representation for 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 that you and your family will reside there.

This benefit does not include residential problems that involve title searches or Title Insurance, appraisal value, seller misrepresentation or post-closing matters.

It also does not include problems relating to any Board of Management or Homeowner Association. However, the Legal Services Fund may give advice and consultation under the Consultation Benefit with respect to related matters as long as they are not excluded from coverage under the General Exclusions rule (see pages 21–23).

Who is Eligible? – **Participant** and spouse, if a joint contract.

Uncontested Divorce

This benefit provides legal representation for you to initiate a divorce action which is uncontested and only in situations in which your spouse waives their right to his/her appearance. Coverage includes all steps of the legal process necessary to obtain an uncontested divorce, such as the preparation of the Summons, Complaint, Note of Issue, Judgment and supporting papers, as well as Entry of Judgment. You will be required to pay court expenses, such as filing fees.

If the action becomes contested by your spouse, you can continue to use your Fund attorney, but you will be required to pay all legal fees. The Plan will not cover any of these costs.

Who is Eligible? – **Participant** only.

Legal Separation Agreement

This benefit provides legal representation in the preparation and negotiation of a separation agreement, where both parties consent to enter into such an agreement.

Who is Eligible? – **Participant** only.

Annulment Proceeding

This benefit provides legal representation for all steps of the legal process involved in obtaining an uncontested annulment.

Who is Eligible? – **Participant** only.

Family Court

This benefit provides legal representation for all necessary legal services in cases involving support, child custody, visitation rights, and paternity matters.

The Fund will also provide you with representation in any case in which you are charged with a Family Offense Order of Protection proceeding, or on charges that you may have violated such Family Offense Order of Protection. Neglect, Abuse, Criminal, and Person in Need of Supervision (PINS) proceedings are not covered benefits. The Family Court Benefit is only available to you. Dependents are not covered.

Who is Eligible? – **Participant** only.

Consumer Debt Defense

This benefit provides legal representation for the defense of a lawsuit or proceeding brought in connection with a debt arising from the purchase of goods or services or arising from a loan of monies from a commercial bank or lender, where you have a valid and provable defense.

Who is Eligible? – **Participant**, spouse, and dependent(s).

Personal Bankruptcy

This benefit provides legal representation in the preparation of a U.S. Bankruptcy Court petition under Chapter 7. This benefit shall not be available to you or your spouse if the case would involve the discharge or reorganization of debts arising out of a commercial undertaking. You and/or your spouse must pay all Bankruptcy Court filing fees and other required costs in advance of obtaining this benefit.

Who is Eligible? – **Participant** and spouse.

Consumer (Faulty Goods or Services)

This benefit provides legal representation in a case involving a complaint about faulty goods or services where the amount in controversy exceeds the jurisdictional limits of the Small Claims Court. If the amount in controversy is less than the amount that can be sued for in Small Claims Court, an attorney will advise you under the Fund's Consultation Benefits as to your rights and what steps you might take yourself, but will not represent you in Small Claims Court.

The Fund will not commence a lawsuit under this benefit. This benefit provides you or your dependent with an attorney to advise you of your rights and what steps to take to assert these rights.

Who is Eligible? – **Participant**, spouse, and dependent(s).

Administrative Agency Benefit

This benefit provides legal representation for up to and including the hearing stage of a proceeding involving a claim for benefits against certain governmental agencies where there is sufficient evidence to support your claim for benefits. The following types of claims are included in this benefit:

- Social Security Survivors or Retirement Benefits,
- Social Security Supplemental Security Income (“SSI”), but **not** Social Security Disability (“SSD”),

- Food Stamps,
- Veterans Administration Benefits for service and nonservice-connected disabilities or death benefits,
- School Suspension Hearing.

Who is Eligible? – **Participant**, spouse, and dependent(s).

In addition, the Fund will provide an initial consultation for claims involving Medicaid or Medicare Benefits. However, you must hire your own attorney at your own expense to handle your case, beyond the initial consultation.

Attorney Referral Services

There are a number of areas where the Fund cannot provide you with a lawyer paid for by the Fund. These are areas outlined on pages 21–23 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 provided there is no conflict with the union, the Fund or the employer.

Immigration Matters

This section describes the Immigration Benefits available under the Plan. The benefit includes Consultations, Naturalization Petitions, Permanent Residence Applications (Green Card Renewals or Adjustment of Status), Relative Petitions, and assistance with applications under the Deferred Action for Childhood Arrivals Program. You are responsible to pay all filing and other fees associated with the immigration applications detailed on the following page.

Consultation

This benefit provides you and your dependents with consultation in immigration matters such as deportation cases and asylum petitions. An attorney will offer assistance and guidance in how to handle a particular matter, but this benefit does not include actual legal representation.

Who is Eligible? – **Participant**, spouse, and dependent(s).

Naturalization Petition

The benefit provides you and your eligible dependents with completion and preparation of the naturalization application.

Who is Eligible? – **Participant**, spouse, and dependent.

Permanent Resident Application (Green Card Renewal or Adjustment of Status)

This benefit provides you and your eligible dependents with assistance in filing an application for Permanent Residence (Green Card).

Who is Eligible? – **Participant**, spouse, and dependent.

Relative Petitions

This benefit provides legal representation for you in relative petitions for your spouse, your dependent children, and up to two (2) additional relatives. Once you have used this benefit for your spouse, dependent children and two additional relatives, no further relative-petition coverage will be provided under the Plan.

Who is Eligible? – **Participant** and spouse.

Deferred Action for Childhood Arrivals Program

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, covered dependents are your eligible spouse and children (as defined on pages 8–10) 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? – Spouse and children.

Representation in Criminal Matters

This section describes the Criminal Benefit available under the Plan. This benefit is not subject to the three-matters-per-calendar-year limitation under the Civil Legal Benefit, but has a separate limit of one case per family per calendar year.

Misdemeanor Defense

A misdemeanor is defined as a crime that is punishable by less than one year in jail. This does not mean that all misdemeanors carry a mandatory jail sentence.

This benefit provides representation at all stages of your misdemeanor case, starting with the first calendared court appearance through a trial, if necessary. Representation does not include representation on an appeal to the Appellate Court.

This benefit also includes cases involving charges of driving while intoxicated.

An attorney will provide a full legal defense up to and including trial in a misdemeanor prosecuted under the penal laws of either New York, New Jersey, Connecticut, or your state of primary residence. The benefit does not include representation in felony matters, in nonpenal-law criminal cases, in a case regarding any work-related incidents, or in any phase of post-trial or appellate practice. The Misdemeanor Defense Benefit is limited to one case per year per family.

Who is Eligible? – **Participant**, spouse, and dependent(s).

General Exclusions

All legal services that have not been so described in this SPD as covered services are excluded from the Fund's Plan of benefits.

However, in order to guide you in the utilization of the Fund's benefits, this section lists specifically, but without limitation, particular exclusions of the Plan:

1. Any controversy, dispute, or proceeding with or against your employer or your employer's agents or officers. Coverage is not available in any criminal or civil matter that is related to or arises out of employment with a **Contributing Employer**;
2. Any controversy, dispute, or proceeding directed against Local 32BJ Service Employees International Union or any of their affiliated bodies, e.g., the benefit funds, or any of the officers, agents, or attorneys of the Service Employees International Union or its Local 32BJ affiliated bodies;
3. Any controversy, dispute, or proceeding in which the Legal Services Fund would be prohibited from defraying the cost of legal services by any provisions of law;
4. Any controversy, action, or proceeding in which representation on a contingent-fee basis is normally and customarily available or where the fee is payable by virtue of statute or by order of court;
5. Class actions or interventions or amicus curiae activities. Two or more parties may not pool or combine their benefits for the purpose of making a claim in which they have a mutual interest;
6. Any matter concerning the payment of income tax including, but not limited to, preparation or filing of income tax returns;
7. Claims for services or advice when such activity involves application of the same service or advice previously obtained in connection with the same problem and previously claimed for under the Plan;
8. Services provided by an attorney who is not admitted to a bar of a state in which legal services are covered under this Plan, as described in subsection 14 on page 23;
9. Appellate matters;
10. Services, fees, or expenses in connection with any business venture or other matters in which, for federal income-tax purposes, the cost of legal services would normally constitute a business expense or capital investment;
11. Court costs and/or filing fees, fines, sanctions, or penalties in any amount;
12. Any controversy, action, proceeding, or dispute for which legal services are available through insurance or through any governmental agency or attorney (federal, state, or local);
13. Any situation in which litigation or a transaction has begun and is pending, or in which you are or were represented by a private attorney, prior to seeking benefits from the Fund;
14. Any controversy, dispute, proceeding, or matter that must be litigated or otherwise handled outside the states of New York, New Jersey, Connecticut, or the state of the primary residence of the **Participant** or dependent if not New York, New Jersey, or Connecticut. For questions regarding whether legal services will be covered in a particular location, please contact the Fund office;
15. Review of any document requiring knowledge of laws outside of the state in which legal services are covered under the Plan, as described in subsection 14 above;
16. Contested proceedings for Adoption, Guardianship, Divorce, Legal Separation and Annulment Benefits. In these cases, you must consent to the withdrawal of the Legal Services Fund from representation in the action, proceeding, or matter unless the Cooperating Attorney is retained by you (at your own cost) as provided in the Plan and shall obtain private counsel with thirty days of written notice from the Legal Services Fund;
17. In any case where representation of both you and/or your dependent would constitute a conflict of interest, there shall be no legal coverage available to the dependent; coverage is available to you only;
18. Small claims and justice court civil proceedings beyond an office consultation, as described on page 18;
19. Any landlord-tenant matters, including the review of real-estate leases.
20. Social Security Disability ("SSD") claims;
21. Employment based immigration applications;
22. Affidavits of Support for immigration petitions not being processed by the Legal Services Fund.

Appealing Denied Claims

If your claim for a Legal Services Fund Benefit is denied, in whole or in part, you will receive 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 for any denial of a claim for Legal Services Fund Benefits within 180 days of the date you receive the denial notice. 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, free of charge.

Please note that if you are not satisfied with the outcome of a court decision, that decision is not appealable to the Board of Trustees. However, it may be appealable in the applicable court of law.

How to File an Appeal

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

**32BJ North Legal Services Fund
25 West 18 Street
New York, NY 10011-4676**

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 Board of Trustees 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 Board of Trustees will consider your appeal and give you its decision after reviewing all necessary and relevant evidence. The Board of Trustees 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 Board of Trustees will make its decision on your appeal at the next regularly scheduled Board of Trustees' 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 Board of Trustees 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. All claims for benefits against the Fund must be brought in the federal courts located in New York.

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 Fund 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 Services Fund, you must also notify the Legal Services Fund 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 Bronx Realty Advisory Board and Boiler Service Maintenance & Repair Employees Association of NY, Inc., or various independent employers, and your union. These collective bargaining agreements require employers to 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 noncollectively bargained employees if approved by the Trustees 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**.

To contact the Compliance Office, write to:

Compliance Office
Building Service 32BJ Benefit Funds
25 West 18th Street
New York, NY 10011-4676

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 explained throughout 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 12 for more information), or
- Have a current address on file with the Fund Office.

You should also be aware that Plan benefits are not available to dependents who lose their eligibility. 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 permitted under the Plan, the Fund may seek any permissible remedy allowed by law to recover benefits paid in error. The Fund has the right to file suit in any state or federal court that has jurisdiction over the Fund's claim. By accepting benefits from the Fund, you affirmatively waive any and all defenses you may have in any action by the Fund to recover overpaid amounts or amounts due under any other rule of the Plan, including but not limited to a statute-of-limitations defense or a preemption defense, to the maximum extent permitted by law.

The Fund has a constructive trust or lien in favor of the Fund on any overpayment, including amounts held by a third party such as an attorney. Any such amount will be considered to be held in trust by you, or a third party, for the benefit of the Fund until paid to the Fund. By accepting benefits from the Fund, you agree that a constructive trust or lien in favor of the Fund exists with regard to any overpayment. You agree to cooperate with the Fund by reimbursing all amounts due, including all costs and expenses incurred by the Fund to collect the overpayment, and agree to pay interest at the rate determined by the Trustees from time to time from the date of the

overpayment through the date that the Fund is paid the full amount owed. Any refusal by you to reimburse the Fund for an overpaid amount will be considered a breach of your agreement with the Fund, that the Fund provide benefits available under the Plan and that you comply with the rules of the Fund.

Compliance with Federal Law

The Plan is governed by regulations and rulings of the Internal Revenue Service, the Department of Labor, and other applicable laws. 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. Therefore, at any time the Board can end or amend 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 in accordance with an Agreement and Declaration of Trust. The Board 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 appointed subcommittee thereof, 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 shall be final and binding upon all **Participants** and dependents.

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

**Board of Trustees
32BJ North Legal Services Fund
25 West 18 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 32BJ North 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 Fund 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 Fund 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 24–25). You may not file a lawsuit until you have followed the appeal procedures described on pages 24–25. 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:

**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: 32BJ North Legal Services Fund
Employer Identification Number: 13-3122838
Plan Number: 501
Plan Year: January 1 – December 31
Type of Plan: Welfare Plan

Funding of Benefits and Type of Administration

All contributions to the Fund are made by **Contributing Employers** under the Plan in accordance with their collective bargaining agreements or other written agreements.

Plan Sponsor and Administrator

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

Board of Trustees
32BJ North Legal Services Fund
25 West 18 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 Fund on behalf of its employees, as well as the address of such employer. Additionally, a complete list of employers that contribute to the Fund and unions sponsoring the Plan may be obtained upon written request to the Compliance Office and is available for examination at the Fund 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:
1-800-551-3225

or write to:

32BJ North Legal Services Fund
25 West 18 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 or on any members of the Board.

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Contact Information – Member Services

For information about the 32BJ North Legal Services Fund, call Member Services at 1-800-551-3225, log on to www.32bjfunds.org or write to Member Services at:

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



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



32BJ North Legal Services Fund

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

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

Shirley Aldebol, *Chairperson*
William Schur, *Secretary*
Elizabeth Baker
Richard W. Berger

32BJ North Legal Services Fund Summary of Material Modifications

DATE: May 5, 2023

The Board of Trustees of the 32BJ North Legal Services Fund has adopted the following changes to the 32BJ North Legal Services Fund's Summary Plan Description (SPD) dated January 1, 2021. This Summary of Material Modifications (SMM) supplements or modifies the information presented in your SPD. **Please keep this document with your copy of the SPD for future reference.**

Appointment of Union Trustee Page 1: Effective May 10, 2021, Shirley Aldebol has been appointed to replace John Santos as Union Trustee and her contact information is added as follows:

Shirley Aldebol
32BJ SEIU
25 West 18th Street
5th Floor
New York, NY 10011-1991

Clarification of Attorney/Client Relationship Page 11: Effective May 5, 2023, the following sentence is added at the end of the fourth paragraph under the heading "How To Use the Legal Services Fund":

However, to the extent permitted by law, the Fund may share information about your eligibility for benefits with Cooperating Attorneys, the 32BJ North Health Fund and the 32BJ North Pension Fund.

For more information or if you have questions about your benefits, call Member Services at 1-800-551-3225, Monday through Friday from 8:30 am to 5:00 pm or visit us on-line at www.32bjfunds.org.