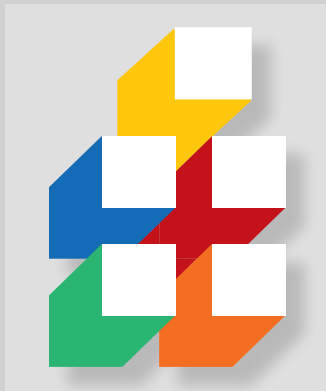




# 32BJ Legal Services Fund



## Summary Plan Description

April 1, 2021

## Translation Notice

This booklet contains a summary in English of your Plan rights and benefits under the 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  
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](http://www.32bjfunds.org).

Este folleto contiene un resumen en inglés de sus derechos y beneficios con el Plan del 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  
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](http://www.32bjfunds.org).

Kjo broshurë përmban një përmbledhje në anglisht, në lidhje me të drejtat dhe përfitimet tuaja të Planit nën 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  
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](http://www.32bjfunds.org).

Niniejsza broszura zawiera opis, w języku angielskim, Twoich praw i świadczeń w ramach Planu 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  
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](http://www.32bjfunds.org).

## Building Service 32BJ

### Legal Services Fund

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

The Building Service 32BJ 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 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 in this booklet are the terms of the Plan. Your rights to benefits can only be determined by 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, union representative or employer, the terms and conditions set forth in this SPD 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](http://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 change of your name, address or telephone number.
- 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 April 1, 2021, 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 described 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 two days a week. Plan benefits would then become available to you and your eligible dependents on your *91st day* of covered employment.
- As a general matter, if you work under an agreement **outside of Manhattan, Brooklyn, Queens or Staten Island**, your employer will be required to begin making contributions to the Fund on your behalf when you have completed *180 consecutive days* of covered employment\* with the same employer. Plan benefits would then become available to you and your eligible dependents on your *181st day* of covered employment. Certain agreements outside the four boroughs (including Co-op City and Westchester residential) 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.

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

- **Retirees:**

- If you are a retiree receiving monthly benefits from the Building Service 32BJ Pension Fund under Program A, B or C, or the 32BJ School Workers Pension Fund you are eligible for certain Plan benefits, but only for you and your spouse.

### When You Are No Longer Eligible

For all employees, your eligibility for the Plan ends on the earlier of the following dates:

- 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.

If you are a retiree, your eligibility ends at your death and your spouse's eligibility ends 30 days after your death.

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 as determined in the discretion of the Director. The Plan will not cover you after you lose eligibility 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.

## Disability

You may continue to be eligible for up to 30 months of Legal 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.

Your extended coverage will end as soon as any of the following events occur:

- 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 or matter may 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, then your Plan participation starts again on your first day back at work, or
- More than 91 days later, then you must complete 90 consecutive days with the same employer before participation resumes.

## 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 table. Only retirees and their spouses are eligible for retiree benefits.

Dependent	Age Limitation	Requirements
<i>Spouse</i>	None	The person to whom you are legally married. (If you are legally separated* or divorced, your spouse is not covered.)
<i>Children (except disabled children)</i>	Until end of calendar year in which the 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"> <li>• is not married,</li> <li>• has the same principal address as the participant,**</li> <li>• 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,**</li> </ul> AND is one of the following: <ul style="list-style-type: none"> <li>• your biological child,</li> <li>• your adopted*** child or one placed with you in anticipation of adoption,</li> <li>• your stepchild: this includes your spouse's biological or adopted child,</li> <li>• a foster child ONLY if you have adopted*** the child or applied for adoption, and</li> <li>• 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.</li> </ul>
<i>Children (disabled)</i>	None	The child: <ul style="list-style-type: none"> <li>• is totally and permanently disabled,</li> <li>• became disabled while, or before becoming, an eligible dependent under the Plan,</li> <li>• is not married,</li> <li>• has the same principal address as the participant,** and</li> <li>• 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.**</li> </ul>

\* 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.

\*\* 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. 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.

\*\*\* 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.

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 potential 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, the earlier of:
  - 30 days after the child's graduation from school,
  - 30 days after the date the child leaves school, or
  - At the end of the calendar year in which the child reaches age 23.

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

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.

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\* Generally, a legal separation is any court order or binding 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 1-800-551-3225 unless specified otherwise. You will be asked to provide your Social Security number or Member ID when you call the Fund for assistance. If you are a covered dependent of a participant, you will also need the Social Security number of the participant.

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

### **Extent of Legal Representation**

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 16–22, or pages 22–23 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 George's, Charles, Frederick, Washington, Carroll, Hartford, Howard, Anne Arundel, Calvert and St. Mary's; and
- The Virginia counties of Loudoun, Arlington, Fairfax, Prince William, Fauquier and Stafford.

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.

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 City, in most cases, your lawyer will be a Staff Attorney. If your legal matter arises outside New York City 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.**

## **Confidentiality**

Anything you say to your lawyer will be confidential. Neither your union nor your employer will be told anything about your conversations with your lawyer. 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 Conduct 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 before a court or agency when, in the judgment of the Director, to participate would be tantamount to a frivolous or legally improper action or defense. Cooperation includes, but is not limited to, providing a lawyer with documents required by law or court rules for your case. 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 26–28).

## **Cost**

### **Lawyer’s Fees**

The Fund will not charge you anything for the **legal services** of Fund Staff Attorneys 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 16–23.

Any legal matters not specifically listed on pages 16–23 are not covered under the Plan. Some, but not all, examples of matters and expenses not covered can be found on pages 23–25.

### **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 described on page 15, 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 satisfied the previously required \$500 deductible. After the \$100 deductible is met, the Fund will pay any remaining filing fees or covered costs and expenses, as described on page 15, 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 15:

- Court and agency filing fees,
- Transcript fees,
- Process servers within the United States,
- Valuations and appraisals required for court proceedings,
- Costs of publication where required by a court or agency,
- Court reporter fees,
- Translators, when their presence is required at a court or agency proceeding,
- 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,
- Investigators,
- Fees for outside experts, when needed for preparation of a Qualified Domestic Relations Order and fees associated with account segregation under the Building Service 32BJ Supplemental Retirement Savings Plan,<sup>(1)</sup>
- Certified copies,
- Credit reports,
- Photocopying,
- Long-distance calls within the U.S. (you pay the entire cost of calls outside the 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 pay the first \$500 plus \$750 more, for a total of \$1,250, and the Plan would pay \$750. There would still be \$5,250 (\$6,000 maximum minus \$750 paid by the Plan) available to you under the Plan for expenses in your case.

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(1) Building Service 32BJ Supplemental Retirement Savings Plan Qualified Domestic Relations Orders (“QDROs”) with an effective date on or after February 29, 2020, are processed with no fee. Orders that use an effective date on or after July 1, 2016, and which require interest, gains and losses to be computed through the date of distribution are subject to a processing fee of up to \$150. Orders that use an effective date prior to July 1, 2016, and which require interest, gains and losses to be computed through the date of distribution are subject to a minimum processing fee of \$500 up to a maximum processing fee of \$650.

## 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 16–22 are available to you and, unless specified otherwise, your eligible dependents. If you are an eligible retiree, the benefits you and your spouse are eligible to receive are described on pages 22–23. 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.

### 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’s survivors or retirement benefits,
- Social Security Supplemental Security Income (“SSI”), but **not** Social Security disability (“SSD”),
- Food stamps,
- Public Assistance benefits, such as Temporary Assistance for Needy Families (“TANF”) 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 an uncontested proceeding for the adoption of a minor 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 Lawyer at the hearing or trial and where, in the judgment of the Director, your position on appeal has substantial 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 Lawyer 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 18.) 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 23–25.

*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 that 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.

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

## **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 through proceedings up to the time of the divorce judgment.

*Who is eligible?* Participant only.

## **Estate Matters (Small)**

A Fund Lawyer will advise you regarding the administration of a small estate of an eligible person who dies leaving a will, or without leaving a will, and will assist you in preparing necessary papers. The definition of what is a “small estate” differs from state to state (e.g., currently assets under \$30,000 in New York State or under \$20,000 in New Jersey).

*Who is eligible?* Participant and spouse.

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\* Dependents are not eligible for Plan benefits when the situation involves a legal or adversarial dispute with the participant. 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.

## **Family Court 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).

## **Guardianship\***

A Fund Lawyer will represent you (but not your spouse or dependent) where warranted in your uncontested application to be appointed a guardian of the person and/or property of a spouse, child or parent, except where administration is sought over substantial assets resulting from a personal injury case.

*Who is eligible?* Participant only.

## **Immigration Matters**

A Fund Lawyer will represent you, your spouse and your covered 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).

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\* Dependents are not eligible for Plan benefits when the situation involves a legal or adversarial dispute with the participant. 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.

A Fund Lawyer will represent you in Relative Petitions for your spouse and covered 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 covered children) is four. (If you have already petitioned for four relatives outside of your immediate family unit, Fund assistance is not available to you for additional relatives.) If both spouses are participants, each spouse will be eligible to petition for up to four additional relatives.

The 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 only your eligible spouse and covered 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. Additionally, DACA applications are not subject to cost sharing for litigation expenses.

*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, or in an uncontested proceeding to change the name of a dependent.

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

### **Prenuptial 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 meritorious case involving a complaint related to faulty goods or services where the amount reasonably in controversy exceeds the small claims court jurisdiction in your state. For example, 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 within 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 small claims 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 that you and your family will principally 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 Lawyer, and that the 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 spouse.

*Who is eligible?* Participant and spouse.

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\* Simple wills do not include trusts or estate or tax planning. A Fund Lawyer will prepare simple retention trusts for minors and statutory Special Needs Trusts.

## 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 23–25 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 the names of lawyers who may be able to assist you in many of those areas provided that there is no conflict with the union, the Benefit Funds or the employer.

## What the Plan Covers – Retirees and their Spouses<sup>(1)</sup>

- Wills (simple\*) – for eligible retirees (see page 7) 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 not available to you for additional relatives.)
- Divorces – limited to uncontested matters where the adverse party waives their appearance, once every ten years.

<sup>(1)</sup> In the case of a dispute between a retiree and his/her spouse, the Fund will only represent the retiree.

\* Simple wills do not include trusts or estate or tax planning. A Fund Lawyer will prepare simple retention trusts for minors and statutory Special Needs Trusts.

- Family Court – once every five years\* except in the case of a substantial change in family circumstances.
- 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 and you do not own another home, once every ten years. Refinance once every five years. The Fund will represent your spouse only in a joint transaction with you.

**Please Note:** Coverage for eligible retirees is limited, as set forth herein, in addition to any limitations stated in the Plan for active employees.

## What the Plan Does Not Cover

Any legal matters not specifically listed on pages 16–23 are not covered under this Plan. Examples of matters and expenses that are not covered include, but are not limited to:

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. In disputes between you and a spouse or dependent, the Fund would only represent you, not your spouse or dependent.
5. Unemployment and workers’ compensation cases.

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

6. Any case where litigation or a transaction has begun and is pending, or where you are or were represented by another attorney before coming to the Fund.
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 16 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. Any tax matters.
14. Matters that involve or arise from your business, commercial, or professional ventures or financial investments.
15. Any real estate transaction in which you have already signed a contract before coming to the Fund.
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 described on page 21, “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.
24. Employment-based immigration applications.
25. Affidavits of Support for immigration petitions not being processed by the Fund.
26. Contested proceedings for adoption or guardianship proceedings. In these cases, you must consent to the withdrawal of the Fund from representation in the action, proceeding or matter and you must obtain another lawyer within 30 days of the date of the Fund’s written withdrawal notice.

The Fund may provide you with the names of attorneys who may assist you in connection with the above matters, where appropriate. Any arrangements you make with another attorney 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, expenses or disbursements that are incurred by you for a noncovered matter, including, but not limited to, attorney’s fees. You are not required to use any attorney referred to you by the Plan.

## Quality Control

If you have questions concerning the operation of the Fund, or if you can give us some feedback on how we are doing, contact the Director at 1-800-551-3225 or by email at [lfadmin@32bjfunds.com](mailto:lfadmin@32bjfunds.com). The Director is available to answer your questions.

## Approval and Denial of Claims

If your claim for a Legal 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 and, the Plan provisions on which the decision is based. You will also receive 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 at the address on page 34. For questions about your appeal rights or for assistance, you also can contact the Employee Benefits Security Administration at 1-866-444-EBSA (3272) or [www.askebsa.dol.gov](http://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 noncollectively 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 may also 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 13 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 that 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 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 26–28. 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 by calling 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 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:

**1-800-551-3225**

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.

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## **Contact Information – Member Services**

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

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



**32BJ Legal Services Fund**  
**25 West 18th Street, New York, New York 10011-4676**  
**Telephone 1-800-551-3225**  
**[www.32bjfunds.org](http://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

Manny Pastreich, *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 April 1, 2021. 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.**

**Appointment of Union Trustee Page 1:** Effective December 8, 2022, Elizabeth Baker has been appointed Union Trustee. Her information is as follows:

Elizabeth Baker  
Director of Bargaining and Employer Relations – N.Y. Metro  
32BJ SEIU  
25 West 18<sup>th</sup> Street  
New York, NY 10011-1991

**Change in Union Trustee Title Page 1:** Effective December 8, 2022, John Santos' title is changed from Vice President to Secretary-Treasurer.

**Change in Union Trustee Title Page 1:** Effective December 7, 2022, Manny Pastreich's title is changed from Secretary-Treasurer to President.

**Resignation of Union Trustee Page 1:** Effective November 30, 2022, Kyle E. Bragg has resigned as Union Trustee. His information is deleted in its entirety.

**Appointment of Union Trustee Page 1:** Effective November 1, 2021, John Santos has been appointed Union trustee. He replaces Lenore Friedlaender whose information is deleted in its entirety and is replaced with the following:

John Santos  
Vice President  
32BJ SEIU  
25 West 18<sup>th</sup> Street  
New York, NY 10011-1991

**Clarification of Definition of Legal Separation Pages 9 and 10:** The text associated with the single asterisk is deleted in its entirety and replaced with the following:

\*Generally, a legal separation is any legally binding agreement or court order 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.

**Reduction of Deductible for Temporary Protected Status and Green Card Renewal Cases and Addition of a \$100 Deductible for Deferred Action for Childhood Arrivals Cases Pages 13-14 and 20:** Effective July 1, 2022, the first sentence of the first paragraph on page 13 under the section *Litigation Expenses* is deleted in its entirety and replaced with the following:

You pay the first \$500 of litigation expenses on all cases except Citizenship, Relative Petition, Adjustment of Status Applications, Temporary Protected Status, Green Card Renewal or Deferred Action for Childhood Arrivals cases, plus half of all additional litigation expenses incurred in connection with a covered legal matter.

And, the second paragraph on page 14 is deleted in its entirety and replaced with the following paragraph:

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 satisfied the previously required \$500 deductible. For Temporary Protected Status, Green Card Renewal and Deferred Action for Childhood cases started on or after July 1, 2022, you pay a \$100 deductible. After the \$100 deductible is met, the Fund will pay any remaining filing fees or covered costs and expenses, as described on page 15, up to \$6,000 on each matter.

And, the first paragraph on page 19 under the section *Immigration Matters* is deleted in its entirety and replaced with the following:

A Fund Lawyer will represent you, your spouse and your covered 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, and Deferred Action for Childhood Arrivals or removal proceedings (deportation).

And, the third paragraph on page 20 under the section *Immigration Matters* is deleted in its entirety.

**Increase in Small Estate Limit Page 18:** Effective April 1, 2021, the section *Estate Matters (Small)* is deleted in its entirety and replaced with the following:

### **Estate Matters (Small)**

A Fund lawyer will advise you regarding the administration of a small estate (i.e., currently assets under \$50,000 in New York State, or, in New Jersey, under \$50,000 where proceeding brought by a spouse) 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.

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](http://www.32bjfunds.org)