



**NEW YORK STATE  
TEAMSTERS COUNCIL  
HEALTH & HOSPITAL FUND**



**LEGAL BENEFIT PLAN**

**January 1, 2019**





# NEW YORK STATE TEAMSTERS COUNCIL LEGAL BENEFIT PLAN

Dear Participant:

The New York State Teamsters Legal Benefit Plan ("Plan") was established as part of a collective bargaining agreement to service your legal needs. The Plan is intended to provide important and frequently needed personal legal services to active Teamster members and their dependents. The Plan became effective July 1, 1999 and has been modified several times since then.

This Summary Plan Description describes who is eligible and what legal services are available to you under the Plan. Not every person or service is covered, so please read this booklet carefully. The Summary Plan Description replaces and supersedes all previous descriptions concerning the Plan.

The Plan is governed by a Trust Agreement, and by the rules and regulations adopted by the Board of Trustees of the New York State Teamsters Council Health & Hospital Fund ("Fund"). These documents control in the case of any differences between them and this Summary Plan Description.

The Fund has selected the law firm of Moyer & Russi, P.C., an experienced legal service provider, to assist in administering the provision of legal services under the Plan. In most cases, you will use an approved Participating Attorney or Law Firm, which may include an attorney with the law firm of Moyer & Russi, P.C.. These arrangements are described more fully in this booklet.

The Fund's Trustees look forward to the continued successful operation of the Legal Benefit Plan, and are committed to ensuring that it provides plan participants with the most competent, effective and professional legal representation available, in a most convenient and accessible manner.

Sincerely,

## **Board of Trustees**

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## **I. ELIGIBILITY FOR PLAN BENEFITS**

Eligibility for Benefits provided by the Fund to active participants is determined by the Fund in accordance with the Fund's Eligibility Rules which are contained in the General Eligibility & ERISA Rights Information booklet provided by the Fund:

Effective June 1, 2011, retirees may also be eligible for legal benefits, on a self-pay basis, provided you enroll in the legal benefit program for a minimum twelve (12) month period. To be eligible for this retiree legal benefit, you must either (1) be receiving a pension from the New York State Teamsters Conference Pension & Retirement Fund or (2) have been a participant in the New York State Teamsters Council Health & Hospital Fund at the time of your retirement. The current monthly cost of the retiree legal benefit is \$17.33. Payment options are as follows:

(1) If you are receiving a pension from the New York State Teamsters Conference Pension & Retirement Fund payment can be made through a monthly deduction from your pension check in the amount of \$17.33; effective January 1, 2020 the rate will be \$18.83. Effective January 1, 2021 the rate will be \$20.33.

(2) If you are not receiving a pension from the New York State Teamsters Conference Pension & Retirement Fund, you must make a prepayment in the amount of \$207.96, representing coverage for the full twelve month period (12 months x \$17.33). The pre-payment amount for 2020 shall be \$225.96 and \$243.96 for 2021.

## **II. HOW TO GET LEGAL SERVICES**

1. To use the Plan, go to an approved Participating Attorney or call the law firm of Moyer & Russi, P.C. at (585) 458-2800 or Toll Free at 1-888-NYS-TLBP (1-888-697-8527) between 9 a.m. and 5 p.m., Monday through Friday. Be prepared to give the representative from this Law Firm your Social Security Number. (If you are a spouse or a child, you will need the Social Security number of the Teamster member through whom you are eligible.)

2. The attorney or legal assistant you speak with will:

- Request your social security number to verify your eligibility for services;
- Make an initial determination as to whether, and to what extent, your case is covered;
- Ask you if you have preference for one of the Participating Attorneys in your geographic area;
- Give you an Authorization Number \* (similar to a claim number), which you must give to the Participating Attorney when you contact him or her;

\* PLEASE NOTE: All Authorization Numbers issued by Moyer & Russi, P.C., will only be valid for a period of ninety (90) days from the date the number is originally issued. The Plan participant will be given an expiration date for this Authorization Number simultaneously. If the Plan participant fails to contact the attorney or law firm that they are referred to prior to the expiration date the Authorization Number issued to them will no longer be valid. Under these circumstances, it will be necessary for the Plan participant to contact Moyer & Russi, P.C., who will again verify eligibility for this benefit, to obtain a new Authorization Number for their matter.

- Give you an expiration date for that Authorization Number (see note below);

- Give you the telephone number of the local Participating Attorney you have expressed a preference for, or to a Participating Attorney most convenient to you; and
- Answer any questions you may have about the Plan.

You will need a new Authorization Number for each new case or matter that you have.

3. If you have already contacted Moyer & Russi, you will then contact the Participating Attorney you have been referred to for the purpose of obtaining either a telephone consultation, and/or to schedule an office appointment to meet with the attorney in person.

4. In a few areas, where there are no attorneys and/or law firms who currently act as participating providers to the Plan, you will be given the opportunity to select your own attorney. Moyer & Russi will compensate the attorney you have selected, in accordance with the Plan's Fee Schedule. **This accommodation must first be arranged between the attorney you have selected and Moyer & Russi.** You must call Moyer & Russi prior to contacting any non-participating attorney, to verify your eligibility for services under the Plan. Unless Moyer & Russi makes a prior arrangement with the attorney you have selected, the terms of the Plan may not apply, and you may be responsible for fees charged by the attorney you have selected. For this reason, it is very important for you to contact Moyer & Russi before contacting any attorney.

You may consult with a Participating Attorney as often as you would like. There are no limits on your use of the Plan. However, the Participating Attorney you are referred to cannot represent you if he or she believes your legal position is without merit.

**Your use of the Plan is confidential.** No one will interfere with your attorney's independent exercise of professional judgment when representing you. Neither your employer nor your local union will ever know you have consulted with an attorney. However, certain data concerning benefits provided under the Plan may be released to the Fund, but the details of your legal representation will always remain confidential between you and the attorney representing you.

### III. LEVELS OF COVERAGE UNDER THE PLAN

The Plan covers many types of legal services that you and your family may need. Some services are *Fully Covered*, some have *Limited Coverage*, and others are only covered for *Telephone Advice and/or Office Consultations*. These types of coverage can be summarized as follows:

**FULLY COVERED** – Many services offered under the Plan are Fully Covered. This means that the Plan will pay the Participating Attorney and/or Law Firm the entire fee associated with the handling of your legal matter, *at no expense whatsoever to you*.

**LIMITED COVERAGE** – Certain types of legal matters, for example, Contested and/or Uncontested Divorce proceedings, are not Fully Covered services. The Plan will pay the Participating Attorney who provides this type of service a fixed flat fee to cover a set number of hours spent representing you. If, depending upon the circumstances of the case, additional attorney time is required to complete the matter, the Participating Attorney and/or Law Firm will bill **you** directly for this additional time at the fixed hourly reduced rate of \$200.00 per hour. This fixed hourly rate is considerably less than the amount you would otherwise be charged by experienced practitioners in this area of the law who do not act as participating providers to this Legal Benefit Plan. Before

representing you on a Limited Coverage type matter, you will be asked by the Participating Attorney to sign a written fee agreement explaining your responsibilities and obligations.

\*\*\*Below is a Table of the scheduled allowances for certain Limited Coverage matters:

Contested Divorce	\$1,250
Uncontested Divorce	\$1,000
Change of Custody	\$750
Post Decree Enforcement	\$500
Paternity Defense	\$750
Chapter 7 Bankruptcy	\$1,000
Chapter 13 Bankruptcy	\$1,250
Consumer Transactions	\$400
Contract Matters	\$400
Small Claim Matters	\$350
Voluntary Administration	\$500
Standard Court Supervised Probate	\$750

*TELEPHONE ADVICE/OFFICE CONSULTATION* – In addition to fully covered or limited coverage, there are a number of other types of legal matters that are covered for telephone advice and/or an office consultation with a Participating Attorney. For example, if you, or an eligible family member, are charged with a misdemeanor or felony criminal offense, you are entitled to speak with a Participating Attorney by phone or in an office setting, at no charge, to discuss the facts and circumstances of your matter and be advised of your legal rights with regard to it. After consulting with this attorney, you may decide that you do not need to retain his or her services. If, however, after consulting with this attorney, you decide to retain his or her services to represent you in this matter, you may do so and the Participating Attorney will bill **you** for his or her services at the fixed hourly reduced rate of \$200.00 per hour. Again, you will be asked to sign a written fee agreement explaining your responsibilities and obligations.

*CONTINGENT FEES* – For certain types of legal services, most commonly, personal injury law suits, attorneys are paid only if they recover something for you, and in that event, their fee is a percentage of what is recovered. This type of fee is called a “contingent fee”. Most attorneys who perform this type of work are paid 1/3rd of the net recovery, regardless of whether the case has been placed in suit. The Participating Attorneys performing this type of work agree to do so at a reduced rate of 25% of the net recovery, if the case can be settled prior to the case being put into suit. A fee of 30% of the net recovery applies if the case is settled after being put into suit. A full 33% of the net recovery may be charged by the Participating Attorney if the case goes to trial. Again, you will be asked to sign a written fee agreement explaining your responsibilities and obligations.

## **LEGAL SERVICES COVERED UNDER THE PLAN**

This booklet is a Summary Plan Description and is not intended to fully describe every service offered under the Plan. The following paragraphs describe the general types of services offered. If after reviewing the following paragraphs, you have any questions or concerns about whether a particular matter is covered, or what type of coverage is provided for a particular matter, call Moyer & Russi, P.C. at (585) 458-2800 ext. 310 or Toll Free at 1-888-697-8527 ext. 310.

## **FAMILY LAW**

Under the Plan, Adoptions are Fully Covered matters. Limited Coverage is provided for Contested or Uncontested Divorces. Limited Coverage is also provided for Enforcement, Defense or Modification of a Support, Custody or Visitation Order, Contested or Uncontested Change of Custody Matters and Paternity Defense matters. Telephone advice and/or office consultations are also available to discuss pre-nuptial agreements, separation agreements or other types of family law matters not specifically mentioned.

## **WILLS AND ESTATES**

Under the Plan, preparation of a Will for you and your spouse, Powers of Attorney, Codicils to existing wills, Health Care Proxies and Living Wills (documents that memorialize your wishes should you become incurably ill and detail what efforts you wish taken to keep you alive under those circumstances) are Fully Covered matters. Limited coverage is also available for Estate Administration and Probate Proceedings.

## **BANKRUPTCY AND DEBT MATTERS**

Under the Plan, if you need to file for Bankruptcy, either under Chapter 7 (straight bankruptcy) or Chapter 13 (reorganization), each of these types of proceedings are Limited Coverage matters. Other Debt related matters such as reaffirming a particular debt or contesting a Collection action are also Limited Coverage matters.

On a Chapter 7 proceeding, the Plan will pay a legal fee of up to one thousand dollars (\$1,000.00) for the provision of this service. In addition, you will be liable to pay up to an additional one thousand dollars (\$1,000.00) in legal fees for the provision of this service. Therefore, the total legal fee that may be charged in a Chapter 7 proceeding by a Participating Provider cannot exceed two thousand dollars (\$2,000.00).

On a Chapter 13 proceeding, the Plan will pay a legal fee of up to one thousand two hundred fifty dollars (\$1,250.00) for the provision of this service. In addition, you will be liable to pay up to an additional one thousand two hundred fifty dollars (\$1,250.00) in legal fees for the provision of this service. Therefore, the total legal fee that may be charged in a Chapter 13 proceeding by a Participating Provider cannot exceed two thousand five hundred dollars (\$2,500.00).

## **REAL ESTATE MATTERS**

Under the Plan, a Participating Attorney will represent you in the Purchase or Sale of **your principal residence** or in the Refinance of an existing mortgage(s) **on your principal residence** at no cost to you, *i.e.*, this is a Fully Covered service. The Purchase and Sale and/or Refinance transactions involving second homes, investment or vacation properties are not covered. Also in Landlord-Tenant matters, you are entitled to representation by a Participating Attorney, at no cost to you, if you are being evicted from



the premises you are renting. Other Real Estate matters are covered for telephone/office advice only.

## **TRAFFIC AND CRIMINAL MATTERS**

Under the Plan, a Participating Attorney will represent you, at no charge, on any traffic tickets or similar violations. This service is fully covered. This service does not provide coverage for parking tickets or any misdemeanor or felony offenses (*e.g.*, Driving While Intoxicated) even though such offense may be charged by a traffic citation (appearance ticket). Expungement of Criminal Record, Driving Privileges Restoration and other traffic or criminal matters are covered for telephone/office advice only. If you are charged with a Misdemeanor or Felony criminal offense, you are entitled to a free telephone and/or office consultation with a Participating Attorney. If you decide to retain a Participating Attorney to represent you in a criminal matter after consulting with him or her, you may retain this Attorney at the fixed hourly reduced rate of \$200.00 per hour. Again, you will be asked to sign a written fee agreement explaining your responsibilities and obligations.

## **WORKERS' COMPENSATION CLAIMS**

The Participating Attorney will give the participant a twenty percent (20%) discount on the legal fee that they seek to be awarded by the Administrative Law Judge assigned to your case.

## **PERSONAL INJURY AND PROPERTY DAMAGE CLAIMS**

The Participating Attorney representing you in a Personal Injury claim will offer you a contingent fee agreement that will compensate the attorney with a fee of 25% of the net recovery, if the matter can be settled before the case is put into suit; a fee of 30% of the net recovery, if the matter is settled after being placed in suit; and a fee of 33% of the net recovery, if the case is settled at trial or goes to verdict.

Limited coverage is available for a Participating Attorney to assist you with a Property Damage claim. Example: Your automobile is damaged in an accident and you wish to pursue the person who caused the damage to your vehicle without going through your auto insurance carrier.

## **CONSUMER AND FINANCIAL SERVICES**

Under the Plan, you are entitled to consult with a Participating Attorney by telephone or in an office setting, at no charge, about Small Claims matters. The Participating Attorney will review the facts and circumstances of your particular claim or defense, advise you how to present evidence in your case and how to argue your position in court.

Although it is generally not necessary for you to be represented by an attorney in Small Claims matters, if you wish a Participating Attorney to appear with you in Small Claims Court, the Legal Benefit Plan does provide Limited Coverage for representation in these situations. In these instances, the Plan will pay the Participating Attorney a fixed flat fee to cover a set number of hours spent representing you in this type of matter. If additional attorney time is required to represent your interests in this matter, the Participating Attorney will bill you for this additional time at the fixed hourly reduced rate of \$200.00 per hour. As with all Limited Coverage matters, you will be asked to sign a written fee agreement explaining your responsibilities and obligations.

There is Limited Coverage for a Participating Attorney to assist you in *disputes*, but not litigation, involving Consumer Goods, Services or Transactions. This coverage includes gathering relevant information from you, writing a demand letter and, if possible, negotiating a settlement on your behalf.

There is Limited Coverage for a Participating Attorney to consult with you for the purposes of reviewing any type of civil contract, which includes, but is not limited to, retail goods or services, auto, home and life insurance policies and/or contracts. The Participating Attorney will thoroughly review the document in question with you and address any questions or concerns that you may have regarding it.

## **COSTS**

Under the Plan, certain costs are *Fully Covered*. Covered costs are those that are paid to a court as filing fees for certain services such as an Adoption or a Bankruptcy proceeding, or those filing and/or recording fees paid to a Municipal Clerk's Office for recording documents such as deeds or mortgages in Real Estate matters.

Covered costs **do not include** any taxes or levies owed by you and/or any fees paid to a third-party, even if paid through or at the direction of a Court. For example, guardian ad litem fees or costs of service by publication that may be required in an Adoption proceeding; fees charged by a sheriff and/or a private process server; costs of a deposition paid to a court reporter; or costs incident to Real Estate transactions such as re-dating an abstract of title or an instrument survey map. Since matrimonial proceedings, e.g., Contested or Uncontested Divorce matters, are not fully covered matters, the filing fees for Index Numbers, Requests for Judicial Intervention, Notes of Issue and the like, are not "covered" costs. These fees are the Plan Participant's exclusive responsibility.

## **IV. EXCLUDED SERVICES**

*Excluded Services* are those legal services for which there is no coverage whatsoever under the Plan, but may be provided to you by a Participating Attorney at your own expense. Participating Attorneys will provide these "Excluded Services" to those individuals who wish to retain them at the fixed hourly reduced rate of \$200.00 per hour. You will be asked to sign a written fee agreement explaining your rights and responsibilities. Where such services are provided, you are solely responsible for all fees and costs. Excluded Services include any disputes or proceedings involving:

- Appeals, Class Actions, Injunctions, Amicus Curiae Filings and Derivative actions
- Commercial, Farm, Business or Investment matters (This includes, but is not limited to, rental property transactions and any portion of a Bankruptcy proceeding related to a business or investment interest)
- Admiralty, Patents, Trademarks, Copyrights and Income Tax preparation

## **V. PROHIBITED SERVICES**

Certain matters are *Prohibited* from coverage under the Plan. No services, not even a consultation, may be provided by a Participating Attorney for any dispute or proceeding involving any of the following as an adverse party:

- any employer party to a Collective Bargaining Agreement with the New York State Teamsters Council (Exception: Representation of a Plan Participant in a Workers' Compensation matter);
- the Plan or Fund or any employee or agent thereof;

- the New York State Teamsters Conference Pension and Retirement Fund and the New York State Teamsters Council Health and Hospital Fund or any employee or agent thereof;
- the New York State Teamsters Council or any labor union;
- any Health, Welfare, Pension or other Fringe Benefits Program or Plan or the trustees, administrators, or employees thereof, in which any other labor union participates or has an interest.

Also prohibited is representation in any proceeding or legal matter:

- where a union would be prohibited from defraying the costs of such representation by the provisions of the Labor-Management Reporting and Disclosure Act of 1959 and any proceeding arising under the National Labor Relations Act, as amended, or under the Labor-Management Relations Act, as amended;
- involving fines or penalties, whether civil or criminal;
- involving any judgment for civil damages;
- pending on or before July 1, 1999, or any legal action in which the participant is represented by an attorney other than a Participating Attorney or Law Firm, including Moyer & Russi, P.C.;
- involving any legal service which is not a personal legal service within the meaning of Section 120 of the Internal Revenue Code of 1954, as amended;
- involving another eligible participant as an adverse party, unless the participants are separately represented. Nor shall the Plan provide benefits to a spouse or surviving spouse in connection with a divorce, separation, annulment or dissolution, unless the spouse or surviving spouse is or was an active or retired Teamster member separately eligible for benefits under the Plan; nor to a dependent child whose interest is adverse to that of the Employee through whom the dependent's eligibility is derived;
- involving election laws, or warrant to any civil office;
- involving any dispute regarding the Plan.

## **VI. IF YOU HAVE A QUESTION OR PROBLEM**

(1) If you have any questions about the Plan, or a problem with coverage, your attorney or your case, call or email Vincent M. Moyer at Moyer & Russi, P.C., (585) 458-2800 ext. 314 or toll free at 1-888-697-8527 ext. 314. Contact email address: vmoyer@mrresq.com

(2) If Moyer & Russi, P.C. is unable to resolve the problem to your satisfaction, you may write to the New York State Teamsters Council Health & Hospital Fund, Attention Mr. Kenneth R. Stilwell, Executive Administrator, 151 Northern Concourse, P.O. Box 4928, Syracuse, New York 13221-4928, for further assistance.

## **VII. CLAIM AND APPEAL PROCEDURES**

The procedures concerning initial determinations, adverse benefit determinations and appeals regarding legal benefits are set forth in Section 7 of the General Eligibility & ERISA Rights Information booklet provided by the Fund.

## **VIII. DEFINITIONS**

**Benefits** means the specified, personal legal services and related items outlined herein.

**Dependent** means a family member who is defined in the General Eligibility & ERISA Rights Information Booklet provided by the Fund. NOTE: Not all dependents are eligible for benefits.

**Employee, Participant or Member** means any individual who is employed as part of the collective bargaining unit of a participating employer.

**Moyer & Russi, P.C.** is the law firm designated by the Trustees to provide legal services and assist in the administration of the New York State Teamsters Legal Benefit Plan.

**Fund Consultants** means the company(s) selected by the Trustees, including Moyer & Russi, P.C., to assist in administering the Plan under the supervision of the Trustees.

**Participating Attorneys** are attorneys contracting with the Fund to provide legal services under the Plan

**Surviving spouse** means an employee's spouse who has survived him or her. A person shall no longer be considered a surviving spouse under this plan when he or she remarries.

### **FUTURE OF THE LEGAL BENEFIT**

It is hoped that the legal benefit will be offered indefinitely, but New York State Teamsters Council Health & Hospital Fund reserves the right to change or terminate the provision of legal benefits in the future. Any such action would be taken only after careful consideration.

The Board of Trustees of New York State Teamsters Council Health & Hospital Fund shall be empowered to amend or terminate the provision of legal benefits at any time.

## NOTES

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