

**LOCAL 639
LEGAL SERVICES TRUST FUND**

SUMMARY PLAN DESCRIPTION



Employees covered by

TEAMSTERS LOCAL UNION NO. 639

affiliated with the

**International Brotherhood of
Teamsters, Chauffeurs, Warehousemen & Helpers
of America, AFL-CIO**

Collective Bargaining Agreements with

PARTICIPATING EMPLOYERS

JUNE 2018

TABLE OF CONTENTS

	PAGE
LETTER FROM THE TRUSTEES	iii
INTRODUCTION.....	1
Employers.....	1
Participating Attorneys.....	1
ELIGIBILITY	2
Initial Eligibility	2
Maintaining Eligibility.....	2
Self-Pay	3
Strike Credits	3
Terminated Employee.....	3
Death of Employee	3
Eligible Dependents.....	4
BENEFITS SCHEDULE	5
BENEFITS AVAILABLE	7
DESCRIPTION OF PLAN BENEFITS.....	8
General Legal Matters	8
Domestic Relations.....	8
Separation-Divorce.....	8
Support, Custody or Visitation Proceeding.....	8
Adoption	9
Name Change	9
Traffic Violations	9
Defense of Civil Suit	9
Real Estate	9

Contract for Purchase or Sale of Personal Residence	9
Closing for Purchase of Personal Residence	9
Mortgage Foreclosure	10
Zoning Disputes	10
Property Owner Covenants	10
Economic Matters	10
Will Preparation.....	10
Bankruptcy	10
Garnishment Proceedings.....	10
Probate/Administration of Estates	10
Personal Injury.....	11
Defendant.....	11
Plaintiff	11
Consumer Transactions.....	11
Tax Audits.....	11
Landlord/Tenant Matters.....	11
Criminal.....	11
Misdemeanor.....	11
Felony.....	12
Criminal -- Juvenile	12
Social Security Applications and Appeals.....	12
Veterans Benefits Applications and Appeals	12
Immigration and Naturalization Matters	12
Tax Preparation Services	13
HOW TO ARRANGE FOR LEGAL SERVICES	13
EXCLUSIONS AND LIMITATIONS	14
CLAIMS APPEAL PROCEDURE	15
SUBROGATION.....	16
IMPORTANT PROVISIONS.....	17
STATEMENT OF ERISA RIGHTS	18
IMPORTANT INFORMATION	19

**LOCAL 639 LEGAL SERVICES
TRUST FUND**

3130 Ames Place, N.E.
Washington, D.C. 20018
(202) 636-8181

Dear Participant:

Your Union and the Participating Employers are providing this program of legal service benefits for you and your families. The purpose of this Plan is to provide you benefits that cover the basic legal services we all need -- like help with drafting a will or closing on a house -- and benefits which will assist you in dealing with special legal needs, if they arise. For the Plan to work, however, your participation is needed.

Please read this booklet and know the available benefits. When you need those benefits, follow the procedures outlined in this booklet. If you have questions regarding your benefits, call the Fund Office.

As Trustees, it is our obligation to operate the Plan for your benefit. To do so, we need your cooperation and active participation. Learn how the Plan works and how it can work for you.

Sincerely,

The Board of Trustees

INTRODUCTION

The Local 639 Legal Services Trust Fund (the “Fund”) has been established pursuant to the collective bargaining agreements (the “Contracts”) between participating employers (the “Employers”) and Drivers, Chauffeurs and Helpers Local No. 639 (the “Union”) for the creation of this Plan of Benefits (“Plan”). The Plan provides you, as an employee of an Employer working under a Contract, with benefits for legal services as soon as you attain eligibility. The Plan is funded by contributions from the Employers as provided in the Contracts, and, once contributions are made on your behalf, you will be eligible for certain covered legal services, at no cost or at a reduced cost.

The purposes of the Plan are to:

1. provide you with certain basic legal services at no cost when services are provided by a Participating Attorney.
2. provide you with certain additional legal services at reduced fees when services are provided by a Participating Attorney.
3. provide you with a Roster of Participating Attorneys for those legal matters for which Plan benefits are available.

You are encouraged to use the benefits under the Plan. The Plan Administrator will provide you with a list of Participating Attorneys from which you may obtain legal representation whether or not Plan benefits are available in a particular matter. However, the final responsibility in the selection of an Attorney lies with you, and the Fund bears no liabilities for the selection of attorneys or the services provided by the Attorney selected. When you believe you need the services of an attorney, contact the Fund Office.

Employers

“Employer” means an employer who contributes to the Fund and otherwise participates in the Fund pursuant to a Collective Bargaining Agreement or other participation agreement.

Participating Attorneys

A Participating Attorney is an Attorney who has agreed to provide legal services at an hourly rate established by the Plan, up to the maximum hours provided for by the Plan. A Participating Attorney has also agreed to charge the hourly rate set by the Plan for any hours that exceed the maximum established by the Plan. When you believe you need the services of an attorney, contact the Fund Office or a Participating Attorney.

ELIGIBILITY

Initial Eligibility

You are eligible for benefits after you have worked 120 hours during a calendar month for which contributions from an Employer are made on your behalf. Eligibility starts the beginning of the third month following the month for which contributions were made. For example:

If You Worked 120 Hours in:

January
February
March
April
May
June
July
August
September
October
November
December

You are Eligible in:

April
May
June
July
August
September
October
November
December
January
February
March

Maintaining Eligibility

Once initial eligibility has been established, you will continue to be eligible for benefits as long as you perform covered work each month for any Employer and that Employer makes contributions each month on your behalf for at least 120 hours. Alternatively, if you work 720 hours in six consecutive months, your eligibility will be maintained according to the following schedule:

If You Worked 720 Hours During:

January through June
February through July
March through August
April through September
May through October
June through November
July through December
August through January
September through February
October through March

You Are Eligible in:

September
October
November
December
January
February
March
April
May
June

November through April
December through May

July
August

After establishing initial eligibility, it is not necessary that you work for the same Employer to maintain eligibility. It is necessary, however, that you perform the number of hours of covered work specified above for a participating Employer either in a one or six month period, and that contributions are made on your behalf for such hours.

Self-Pay

If you are not working and wish to maintain your eligibility, you may make direct payments monthly to the Trust Fund, so long as you maintain your status as a disabled or laid-off employee or as a retiree entitled to receive benefits from the Teamsters Local 639-Employers Pension Trust and/or U.S. Social Security Administration. The required monthly payment you must make is based on 160 hours monthly, at the current rate specified in the Contract, and is payable in advance by the first day of the corresponding benefit month. The maximum period of time that the monthly payments may be made to the Trust is six months.

Strike Credits

If you are on a strike duly authorized by the Union, you will be credited with six (6) hours of work for each weekday you are on strike, up to a maximum of 60 calendar days, provided that you are eligible for benefits on the day before the strike commences.

Terminated Employee

When you leave employment for any reason, including retirement, or when contributions on your behalf cease, you will be considered a terminated employee and your eligibility for benefits will cease at the end of the third month following the last month for which the required minimum contributions on your behalf were received by the Fund. For example, if you stop working for an Employer in January, and the Fund receives the required minimum contribution for you from an Employer for January, your eligibility for benefits will end on April 30. You will have no rights to any further benefits after the date your eligibility ends, unless you return to work for an Employer and meet initial eligibility requirements or unless you are eligible for and make self-payments. However, any legal matter which began before your eligibility ended will be covered to the extent of benefits available under the Plan.

Death of Employee

If you die while eligible under the Plan, your eligible dependents will continue to be eligible until the end of the month for which the required minimum contributions on your behalf were received by the Plan. For example, if you die in June, your dependents' eligibility for benefits will end on June 30. Your dependents will have no rights to any further benefits after the date eligibility ends. However, any legal matter

which began before your eligibility ended will be covered to the extent of benefits available under the Plan. In addition, your dependents will be eligible for Plan benefits for the probate of your estate for up to six months following your death to the extent of benefits available under the Plan.

Eligible Dependents

Once you are eligible, your spouse is eligible for dependent benefits, providing that he or she is your legal spouse and is living in the same dwelling as you are. However, no benefits are available to a spouse or eligible dependent where a legal matter concerns an intra-familial dispute and you are receiving benefits under the Plan for your legal costs. For example, if you are using Plan benefits for divorce proceedings, your spouse cannot use Plan benefits for the same matter. In all other matters, benefits will be available to your spouse or other eligible dependents only with your written consent. By listing your spouse and/or children as an eligible dependent(s) on your enrollment card, you are giving the Fund the required written consent. Remember, however, if an otherwise eligible dependent works for a contributing employer and is independently eligible (i.e., as a participant) for benefits under this Plan, he or she is not eligible to receive benefits as your dependent.

Eligible Dependent Children include your unmarried children, under nineteen years of age who reside with you and who are listed on your enrollment card. "Children" shall mean your legal children, stepchildren, legally adopted children, or children under your legal guardianship. Proof of status is required.

You and your eligible dependents are eligible as a unit for the maximum benefits available per participant, per calendar year or per incident. For example, if a participant and spouse purchase a personal residence together, the total benefits provided to them will be 6 hours, not 6 hours each, for each purchase. In addition, because the Plan provides a maximum family benefit of 21 hours per calendar year, you and your spouse and dependent children together are eligible for a total of 21 hours.

In order for your eligible dependents to receive benefits under the Plan, you must fill out an Enrollment Card and file it with the Fund Office and provide any required documentation. If you do not have an Enrollment Card, call the Fund Office and have one mailed to you. The Enrollment Card will be placed in your file, and will contain the information necessary to establish the eligibility of your dependents. Should your dependent status change, that is, should you marry, should you have a child, should you become divorced or should you remarry, you must complete a new Enrollment Card and file it with the Fund Office. If the information contained in the Enrollment Card is not current, it could result in the denial of a claim for benefits.

BENEFIT SCHEDULE
ANNUAL MAXIMUM 21 HOURS PER FAMILY

An **Annual Maximum** is the maximum benefit of 21 hours per calendar year.

A **Per Incident Maximum** is the maximum benefit payable per incident. The Plan will pay this maximum for each incident up to the maximum annual benefit of 21 hours. (If the benefit is available to dependents as well as to the Participant, all benefits for the same incident are aggregated).

A **Family Benefit** is available to the Participant, his/her Spouse, and eligible dependents. However, benefits provided to all family members are aggregated in reaching the stated maximum.

A **Participant Only Benefit** is available to the Participant only and not to his or her spouse or other eligible dependents.

A **Participant and/or Spouse Benefit** is available to either the Participant or his or her Spouse but not to both for the same incident.

General Legal Matter 5 Hours
(Annual Family Benefit)

Domestic Matters

Divorce-Separation **15 Hours**
(Participant Only - Per Incident)

Child Support, Custody or Visitation Proceeding **12 Hours**
(Participant Only - Per Incident)

Adoption..... **10 Hours**
(Participant and/or Spouse - Per Incident)

Name Change..... **5 Hours**
(Family Benefit - Per Incident)

Traffic Offense 10 Hours
(Participant and/or Spouse - Per Incident)

Defense of Civil Suit.....12 Hours
(Family Benefit - Per Incident)

Real Estate

Draft of Contract for Purchase/Sale of Personal Residence **3 Hours**
(Participant and/or Spouse - Per Incident)

Purchase Personal Residence Closing/Settlement	6 Hours
(Participant and/or Spouse - Per Incident)	
Mortgage Foreclosure.....	10 Hours
(Participant and/or Spouse - Per Incident)	
Zoning Disputes.....	10 Hours
(Participant and/or Spouse - Per Incident)	
Property Owner Covenants.....	10 Hours
(Participant and/or Spouse - Per Incident)	
Economic Matters	
Will Preparation	6 Hours
(Participant and/or Spouse - Per Incident)	
Bankruptcy.....	12 Hours
(Participant and/or Spouse - Per Incident)	
Garnishment	8 Hours
(Participant and/or Spouse - Per Incident)	
Probate/Administration of Estates.....	12 Hours
(Family Benefit - Per Incident)	
Personal Injury	
Defendant.....	12 Hours
(Family Benefit - Per Incident)	
Consumer Transactions	10 Hours
(Participant and/or Spouse - Per Incident)	
Tax Audits	10 Hours
(Participant and/or Spouse - Per Incident)	
Landlord/Tenant	8 Hours
(Participant and/or Spouse - Per Incident)	
Criminal	
Misdemeanor.....	8 Hours
(Participant and/or Spouse - Per Incident)	
Felony	10 Hours
(Participant and/or Spouse - Per Incident)	

Criminal -- Juvenile	8 Hours
(Eligible Minor Dependents - Per Incident)	
Social Security Application and Appeals	12 Hours
(Participant and/or Spouse - Per Incident)	
Veterans Benefits Application and Appeals	12 Hours
(Participant and/or Spouse - Per Incident)	
Immigration and Naturalization Matters	10 Hours
(Family Benefit – Per Incident)	
Tax Preparation Services	Dollar Amount to be Determined
(Annual Family Benefit)	
	Annually by Trustees

BENEFITS AVAILABLE

If you meet the requirements of eligibility, you and your eligible dependents together are entitled to a benefit of up to a total of **twenty-one (21) hours per calendar year of legal services**. If you select a Participating Attorney, the Plan will cover the hourly fee set by the Plan, up to the twenty-one hour maximum, in full. If you use your own attorney, and your attorney charges a higher hourly rate than that covered by the Plan, the Plan will cover your attorney's hourly fee up to the maximum allowable hourly rate set by the Plan, up to a maximum of twenty-one hours per calendar year. This total of twenty-one hours is broken down to a maximum hour allowance per type of legal matter, as outlined in the Schedule of Benefits and as described below.

You or your eligible dependents will be required to pay for all expenses and court costs, such as expenditures for depositions, stenographic fees, printing and copying, long distance calls, postage, process, witness fees and medical and scientific examination reports and other test reports, in the event these expenses are incurred in the course of representing you in a particular matter. This should not be confused with the payment of an attorney's fees for legal services, which are covered by the Plan up to the levels described in this booklet. Costs, however, are not covered by the Plan and must be paid by you.

If you exceed the maximum number of attorney hours covered by the Plan for a particular matter, the Plan has arranged a reduced fee structure with the Participating Attorneys. This means that if, for example, you use a Participating Attorney to assist you in the sale of your home, and that matter takes more than three hours covered by the Plan, you will pay the attorney a reduced hourly rate for each hour over the three hours covered by the Plan.

However, if you use your own attorney, and your attorney does not agree to represent you at the hourly rate set by the Plan, then the hourly rate charged by your

attorney that exceeds the rate set by the Plan as well as the hours over the maximum hours covered by the Plan will be paid by you pursuant to an arrangement you make with your attorney.

DESCRIPTION OF PLAN BENEFITS

Benefits described within the following categories are provided by the Plan, unless specifically excluded from coverage or limited under the Exclusions and Limitations section on page 14.

Benefits for a particular incident shall be paid **under one category only**, unless the participant or eligible dependent has exhausted benefits in that category, in which case, **he may use up to 2 hours** from the General Legal Matters Category benefits.

General Legal Matters.....5 Hours **(Annual Family Benefit)**

You and your eligible dependents may be reimbursed for a total of five hours per family during each calendar year for general legal services by an attorney. These services may involve any legal matter not **specifically excluded** from coverage or limited under the Exclusions and Limitations section of this Plan, including matters described in the specific categories of benefits set forth below. However, if the matter is described in one of the specific categories set out below (i.e., Domestic Relations, Civil Suit), a **maximum of two (2) hours** of your General Legal Matters hours can be added to the benefit provided under the specific category.

Domestic Relations

Separation-Divorce 15 Hours **(Participant Only - Per Incident)**

The Plan will not cover an award of attorney's fees made against you by a court in favor of your spouse or former spouse.

Support, Custody or Visitation Proceeding 12 Hours **(Participant and/or Spouse - Per Incident)**

If the support proceeding is the result of a dispute between you and your current spouse, Plan benefits will be available only to you, the Participant. If the support proceeding is the result of a dispute with a former spouse, both you and your current spouse will be eligible for benefits. In the event that a court of competent jurisdiction makes an award of attorney's fees in favor of your spouse and against you, the Plan will not be liable for the payment of such an award. The Plan will not cover an award of attorney's fee made against you by a court in favor of your spouse or former spouse. Benefits are payable under this section only if the support, custody or visitation

proceeding is separate and distinct from a Divorce or Separation proceeding for which benefits are paid under the previous Divorce and Separation Category.

Adoption..... 10 Hours
(Family Benefit - Per Incident)

Name Change 5 Hours
(Family Benefit - Per Incident)

Traffic Violations 10 Hours
(Participant and/or Spouse - Per Incident)

Plan benefits will be available for legal representation, but shall not extend to payment of fines or penalties.

Defense of Civil Suit.....12 Hours
(Family - Per Incident)

Plan benefits are available only **to the defendant in a civil suit**. Benefits are not available in this category, however, for any action for which benefits have been paid or are payable in another category, such as Personal Injury, Tax Audit, or Divorce to name a few. Thus, for example, if you are sued in a personal injury lawsuit, you are entitled to benefits under the Personal Injury category, but you are not entitled to additional benefits under the Civil Suit category. If you are a **plaintiff** in a civil suit, **plan benefits are not available** under this section, but may be available under General Legal Matters or Personal Injury. Tax and Landlord Tenant matters cannot be covered under this category.

Real Estate

Contract for Purchase or Sale of Personal Residence..... 3 Hours
(Participant and/or Spouse - Per Incident)

Plan benefits are available to have an attorney draft or review the contract for the purchase or sale of your personal residence.

Closing for Purchase of Personal Residence.....6 Hours
(Participant and/or Spouse - Per Incident)

Plan benefits are available to cover attorney's fees for closing on or settlement of the purchase of your personal residence. Your personal residence is or will be your legal residence. Purchases of second homes are not covered. **Plan benefits are not available for legal fees paid in connection with the closing of the sale of a personal residence or any other property.**

Mortgage Foreclosure..... 10 Hours
(Participant and/or Spouse - Per Incident)

Plan benefits are available to cover attorney's fees incurred as a result of a foreclosure proceeding involving your personal residence.

Zoning Disputes 10 Hours
(Participant and/or Spouse - Per Incident)

Plan benefits are available to cover attorney's fees incurred as a result of a zoning dispute involving your personal residence.

Property Owner Covenants 10 Hours
(Participant and/or Spouse - Per Incident)

Plan benefits are available to cover attorney fees incurred as a result of a matter regarding property owner covenants involving your personal residence.

NOTE: No Plan benefits are available in connection with transactions for any real estate other than a personal residence.

Economic Matters

Will Preparation..... 6 Hours
(Participant and/or Spouse - Per Incident)

Plan benefits are available for you and your spouse, for joint or separate wills.

Bankruptcy..... 12 Hours
(Participant and/or Spouse -- Per Incident)

Plan benefits are available for legal fees in personal bankruptcy proceedings for you, your spouse, or both.

Garnishment Proceedings..... 8 Hours
(Participant and/or Spouse -- Per Incident)

Plan benefits are available for legal fees in garnishment proceedings brought against you, your spouse, or both.

Probate/Administration of Estates..... 12 Hours
(Family Benefit -- Per Incident)

Plan benefits are available for legal fees for the administration of your estate, or your eligible dependent, as well as you or your eligible spouse's own fees incurred in the administration of the estate of your parents or those of your spouse.

Personal Injury

Defendant: 12 Hours
(Family Benefit -- Per Incident)

If you or an eligible dependent is the defendant in an action for personal injury to another, Plan benefits are available for your representation, unless legal representation is available without cost from another source, such as an insurance policy. Landlord/Tenant matters cannot be covered under this category.

Plaintiff: 2 Hours

If you or an eligible dependent is the plaintiff in an action for personal injury to another party, the only Plan benefits available are for an initial consultation with an attorney for up to two hours. This would be paid under General Legal Matters. Thereafter, you select your own attorney and make your own arrangements for legal fees.

Consumer Transactions 10 Hours
(Participant and/or Spouse -- Per Incident)

Plan benefits are available for legal advice and assistance on any matter involving consumer goods or services.

Tax Audits 10 Hours
(Participant and/or Spouse -- Per Incident)

Plan benefits are available if legal problems, such as a tax audit, arise in connection with your personal tax return.

Landlord/Tenant Matters 8 Hours
(Participant and/or Spouse -- Per Incident)

Plan benefits are available for legal representation or legal advice for any problems you may encounter as a tenant. This includes having an attorney review your lease, represent you in any landlord/tenant dispute, or advise you on any problem you encounter as a tenant.

Criminal

Misdemeanor 8 Hours
(Participant and/or Spouse -- Per Incident)

Plan benefits are available for legal representation if you or your spouse are charged with a misdemeanor as defined by state law.

Felony 10 Hours
(Participant and/or Spouse -- Per Incident)

Plan benefits are available for legal representation if you or your spouse are charged with a felony as defined by state law.

Criminal – Juvenile.....8 Hours
(Eligible Minor Dependents -- Per Incident)

Plan benefits available for legal representation if your eligible dependent child is involved in a juvenile proceeding or charged with a crime, including traffic violations, whether or not your child is charged and treated as a juvenile or as an adult.

NOTE: If you or one of your eligible dependents is charged with Driving While Intoxicated (“DWI”), Plan benefits otherwise payable under this section will be limited as follows: Full benefits will be available only once per each person’s lifetime. If a person is charged with DWI three or more years after the first DWI charge, Plan benefits are available for one additional DWI charge at one-half of the maximum hours allotted on the Schedule of Benefits. Benefits for DWI offenses are available to juveniles only if they are charged as adults.

Social Security Applications and Appeals 12 Hours
(Participant and/or Spouse -- Per Incident)

Plan benefits are available for legal advice and assistance when filing an application for Social Security Benefits or when appealing a denial of benefits. Benefits are not provided under this section for court actions instituted to challenge a denial of benefits.

Veterans Benefits Applications and Appeal 12 Hours
(Participant and/or Spouse -- Per Incident)

Plan benefits are available for legal advice and assistance when filing an application for Veterans Benefits or when appealing a denial of benefits. Benefits are not provided under this section for court actions instituted to challenge a denial of benefits.

Immigration and Naturalization Matters 10 Hours
(Family Benefit – Per Incident)

Plan benefits are available for legal fees incurred as a result of immigration and naturalization matters involving you, your spouse or your eligible dependents.

Plan benefits are available for tax preparation services, which may include electronic filing charges. The dollar amount of this benefit will be determined on an annual basis by the Trustees.

The Trustees of the Plan have contracted with a Contract Administrator who handles the day-to-day operations of the Plan, including running the Fund Office.

If you have a legal problem or need legal advice, call the Fund Office and briefly explain the nature of your problem. The Fund Office maintains a roster of Participating Attorneys in the District of Columbia, Maryland and Virginia who agree to provide services to you according to the benefit schedule described in this booklet.

You may use a non-participating attorney and still receive benefits under the Plan. However, the Plan will only provide benefit payments at the rates and for the services described in this booklet. If the nonparticipating attorney charges more than the amounts payable under the Plan, these amounts will be your responsibility. If you have a legal matter you want a non-participating attorney to handle, you should still notify the Fund Office before consulting your attorney.

When you have selected a Participating Attorney, remember that the Plan is not the attorney's client. You are the attorney's client. That means that the Plan will pay the Participating Attorney for covered legal services, but the Participating Attorney is working for you. Your conversations with your attorney come under the attorney-client privilege. No one from the Union, an Employer or the Fund Office will be in any way involved in your substantive dealings with your attorney.

All claims must be submitted to the Fund Office no later than 12 months after the date services were rendered to be eligible for reimbursement. Any claim that is not timely submitted will be denied. To be considered timely, claims must be received by the Fund Office by the 12 month deadline.

All claims must be submitted to the Fund Office no later than 12 months after the date services were rendered to be eligible for reimbursement. Any claim that is not timely submitted will be denied. To be considered timely, claims must be received by the Fund Office by the 12 month deadline.

EXCLUSIONS AND LIMITATIONS

The following list describes those matters which are not covered by your Plan and which must be paid for by you:

1. Matters related to personal business ventures.
2. In matters against or involving any of the following:
 - a. An Employer or its officers or agents.
 - b. Another Plan participant or covered dependent (other than domestic matters - see Domestic Matters category for limitations).
 - c. The Plan or any employee or agent of the Plan.
 - d. Any labor union or its officers, agents or employees.
 - e. Any employee benefit program or plan, or the trustees, administrators or employees thereof in which any labor union participates or has an interest.
 - f. Any part of the Agreement and Declaration of Trust establishing the Plan.
 - g. Any matters arising under the National Labor Relations Act or the Taft-Hartley Act.
 - h. A Participating Attorney, as defined in the Plan.
3. Matters handled on contingency basis.
4. Small claims court proceedings.
5. Class actions.
6. Matters for which legal representation is otherwise available without cost, for example, under an insurance policy.
7. Payments of fines and/or penalties and/or any court costs in connection with any legal proceedings.
8. Intra-family disputes where Plan benefits are limited to the Plan participant.
9. Any civil or criminal matters involving one or more participants under the Plan, an Employer or its officers or agents, or union officials as co-defendants and complaining witnesses.
10. All matters which are not expressly included.

NOTE: Participating Attorneys may handle excluded legal matters. However, you must make your own fee arrangements with them. No Plan benefits

will be available and no compliance with Plan fee schedules will be required.

CLAIMS AND APPEALS PROCEDURES

Claims may be submitted by a Participating Attorney or a Participant. All claims should include the following information: Participant's complete name; Participant's social security number; dependent's complete name (if applicable); relationship of the dependent to the Participant; age of dependent; case number assigned by billing attorney; area(s) of law in which the services were provided (using the descriptions in this booklet where applicable); number of hours being billed for each area of law; dollar amount being billed for each area of law; dates covered by the bill, including a detailed breakdown of the dates professional services were rendered; and law firm's federal taxpayer identification number. All claims should be submitted to the Fund Office on a monthly basis even if the matter is not yet concluded.

A claim for benefits is not considered to be received until the Fund Office receives a completed and signed claim for benefits on a claim form approved by the Trustees. Every effort will be made to process all claims within 90 days of receipt of a complete claim form. Every effort will also be made to respond to all correspondence and inquiries within 30 days of receipt by the Fund Office. If a decision cannot be made within 90 calendar days of receipt of the completed claim form, you will be sent a letter prior to the expiration of the 90 days explaining the special circumstances requiring another 90 days to take action. If final action cannot be taken at the end of the second 90-day period, you will be so informed in writing with an explanation. You will also be informed of your right to appeal to the Trustees. At this time, you may be awarded any partial benefits if they can be determined with the available information. If partial benefits cannot be awarded because of a lack of necessary information, the Fund Office should conditionally deny the claim. The Fund Office should continue to seek the necessary information to make a final determination for all applicants.

If a claim for benefits is denied (in whole or in part) or if a response is made to your inquiry that could be interpreted as adversely affecting your interests, a timely notification letter should be sent to you. This letter must include the specific reasons for the denial; the specific references to pertinent plan provisions with an explanation of why those provisions apply; a description of any additional material or information which might help your claim and an explanation of why such material is necessary; and appropriate information on procedures to appeal to the Trustees. This must include notice of the right to request review by the Trustees, the right to review relevant documents, and the right to submit issues and comments in writing and the right to bring a civil action under section 502(a) of ERISA following an adverse benefit determination on review.

You, or your duly authorized representative, have the right to appeal any adverse determination by the Fund Office within 60 days after receipt of such a determination by the Fund Office. Your appeal must be in writing and must be postmarked within the 60

day period. If you fail to file your appeal within the 60 day period, you will lose your appeal rights.

You, or your duly authorized representative, may also receive upon request, and free of charge, copies of relevant Plan documents; submit written comments, documents, records and other information relating to the claim for benefits to the Trustees; and receive a review of your claim that takes into account all comments, documents, records, and other information submitted relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

The Trustees will review pending appeals and issue a determination. The Trustees' decision shall be made promptly. If the appeal is received fifteen days or more before the next scheduled meeting of the Board of Trustees, the appeal will be considered at that meeting. Otherwise, it will be considered at the next regularly scheduled meeting of the Board of Trustees unless special circumstances require an extension of time for processing. The time for processing an appeal may be extended in special circumstances by giving written notice prior to the commencement of the extension. The notice should explain the special circumstances. Such an extension can last only until 90 days after receipt of the appeal.

Decisions on appeals must be in writing and must include specific reasons for the decision and refer to pertinent Plan provisions upon which the decision is based. Decisions should be mailed as soon as possible, but not later than five (5) days after the appeal decision is made. If the decision on an appeal is not furnished within the time periods specified above, the claim shall be deemed denied.

The Trustees shall have full and exclusive authority to determine all questions of coverage and eligibility, methods of providing or arranging for benefits including the self-funding of benefits, and all other related matters. They shall have full power to construe the plan of legal services set forth in this Summary Plan Description, the Agreement and Declaration of Trust, as well as the terms used therein and any rules and regulations issued thereunder. Any such determination and any such construction adopted by the Trustees in good faith shall be binding upon all parties. If the Trustees deny your appeal of a claim or challenged policy, and you decide to seek judicial review, the Trustees' decision shall be subject to limited judicial review to determine only whether the decision was arbitrary and capricious.

SUBROGATION

If you or your eligible Dependent receives benefits from the Plan for legal expenses for which someone else may be responsible, you must "subrogate" to the Plan any rights of recovery you may have against whomever may be legally responsible for the attorney fees incurred by you or your eligible Dependent.

This means that if, for example, a court awards you attorney fees in a lawsuit, and the Plan has paid any of your legal fees, the amount awarded you by the court must be paid to the Plan, up to the amount of benefits paid by the Plan on your behalf in the proceeding. In such a situation, you have an obligation to notify the Plan Administrator that you may be awarded fees. The Plan Administrator will then provide you with a “subrogation agreement” which you must sign and return to the Fund Office.

IMPORTANT PROVISIONS

1. The benefits provided by the Plan are for the sole benefit of you, the participant, and your eligible dependents. These benefits are not assignable and are not subject to garnishment or any other collection procedures. They can only be used by you or your eligible dependents for legal representation in accordance with the terms of the Plan.
2. The Fund does not make any recommendation as to which attorney the Participant selects. This decision is yours. The Participating Attorney is an independent contractor and is not an employee of the Fund. The Fund shall not be responsible for your selection of a Participating Attorney, the Participating Attorneys’ performance, or the outcome of any legal service provided to you.
3. The Trustees reserve the right at any time to make any necessary modifications to the Plan. Any such changes will not adversely affect you, if, at the time of the modification, you are involved in a particular legal matter covered by the Plan.
4. You are under no obligation to consult with or be represented by a Participating Attorney. At all times, you and your eligible dependents are free to consult with or be represented by a non-participating attorney of your choice. In the event that you choose to be represented by a non-participating attorney, you will still be entitled to your full benefits, but only up to the limits described in this booklet.
5. The operation of the Plan will be in accordance with the Agreement and Declaration of Trust establishing the Plan. A copy of the Agreement and Declaration of Trust can be obtained upon written request to the Fund Office, which will charge you a small fee for copying.
6. Benefits provided by this Plan are limited to the funds available.
7. A copy of this Summary Plan Description may be obtained upon written request to the Fund Office.

STATEMENT OF ERISA RIGHTS

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

RECEIVE INFORMATION ABOUT YOUR PLAN AND BENEFITS

Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining 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 Pension and Welfare Benefit Administration.

Obtain, upon written request to the plan administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.

Receive a summary of the plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.

PRUDENT ACTIONS 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 employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit under this Plan or exercising your rights under ERISA.

ENFORCE YOUR RIGHTS

If your claim for a benefit under this Plan 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. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim 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 the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, 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 the Employee Benefits Security Administration.

IMPORTANT INFORMATION

This booklet is your Summary Plan Description. Contributions to this plan are made by the Participating Employers based on negotiated contribution rates as set forth in the Collective Bargaining Agreements.

1. Type of Plan:

The plan is a legal services plan.

2. Plan Identification Number:

- a. Employer Identification Number: 52-1096713
- b. IRS Plan Number: 01

3. Plan Administrator:

The Board of Trustees of the Local 639 Legal Services Trust Fund

The Trustees are:

Louis W. McLaughlin
Teamsters Local Union No. 639
3100 Ames Place, N.E.
Washington, D.C. 20018

Leon Kenneth Hamilton
Teamsters Local Union No. 639
3100 Ames Place, N.E.
Washington, DC 20018

Frank W. Stegman
Teamsters Local 639 Legal Services Trust Fund
3130 Ames Place, N.E.
Washington, D.C. 20018

Billye Pounds
Giant Food
8580 Old Dorsey Run Rd.
Jessup, MD 20794

The Trustees have engaged Carday Associates, Inc. to manage the operation and administration of the Plan on a day-to-day basis. The Trustees have also retained O'Donoghue & O'Donoghue LLP as Legal Counsel to the Fund.

4. Agent for Service of Legal Process:

Any one of the Trustees is a qualified agent of the Board of Trustees for service of legal process.

5. Type of Administration of the Legal Plan:

The Plan is administered by the Board of Trustees.

6. Labor Organizations Representing Participants in the Plan:

The Plan is maintained by collective bargaining agreements executed by Drivers, Chauffeurs and Helpers Local Union 639 affiliated with the International Brotherhood of Teamsters. A copy of the Agreements may be obtained by a participant upon written request to the Plan Administrator. Also, the agreements are available for examination by a Participant at the Fund Office.

7. Names and Addresses of Employers Contributing to the Plan are available upon written request to the Plan Administrator

8. Source of Contributions to the Plan:

Contributions to the Plan are made by the Participating Employers under the provisions of the collective bargaining agreements, copies of which are on file in the Fund Office.

9. Fiscal Year of the Plan:

The annual fiscal year of the Plan ends on December 31.

10. Termination of Benefits, Termination of the Plan or Modification of Benefit Schedules:

The Legal Services Fund may be terminated by a document in writing adopted by a majority of the Trustees. The Fund may be terminated if, in the opinion and complete discretion of the Trustees, the Trust Fund is not adequate to carry out the intent and purpose of the Fund as stated in its Trust Agreement, or is not adequate to meet the payments due or which may become due under the Plan. The Fund may also be terminated if there are no individuals living who can qualify as Employees or Beneficiaries under the Plan. Finally, the Fund may be terminated if there are no longer any Collective Bargaining Agreements requiring contributions to the Fund.

If the Fund is terminated, the Trustees will: (a) pay the expenses of the Fund incurred up to the date of termination as well as the expenses in connection with the termination; (b) arrange for a final audit of the Fund; (c) give any notice and prepare and file any reports which may be required by law; and (d) apply the assets of the Fund in accordance with the Plan, including amendments adopted as part of the termination until the assets of the Fund are distributed.

No part of the assets or income of the Fund will be used for purposes other than for the exclusive benefit of the Employees and the Beneficiaries or the administrative expenses of the Fund. Under no circumstances will any portion of the Fund revert or inure to the benefit of any Contributing Employer or the Union either directly or indirectly. Upon termination of the Fund, the Trustees will promptly notify the Union, Employers, and all other interested parties. The Trustees will continue as Trustees for the purpose of winding up the affairs of the Fund.

In addition, the Trustees have complete discretion to amend or modify the Plan and any of its provisions, in whole or in part, at any time. This means that the Trustees can reduce, eliminate or modify benefits as well as improve benefits. The Trustees may also modify length of coverage for all employees, dependents and retirees, and eligibility requirements for coverage.

11. Actions of Trustees:

Except as provided in the Trust Agreement or as determined by the Trustees, all actions taken by the Trustees that would otherwise be considered settlor actions shall be considered fiduciary actions within the meaning of ERISA.