

LOCAL



**Legal Services Trust Fund
Summary Plan Description
and
Rules and Regulations**

**2022 Restatement
Effective June 1, 2022**

Local 282 Legal Services Trust Fund
Summary Plan Description

Effective June 1, 2022

LOCAL 282 LEGAL SERVICES TRUST FUND

2500 Marcus Avenue

Lake Success, NY 11042

(516) 488-2822 or (718) 343-3322

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LEGAL SERVICES PROVIDER

Trivella & Forte, LLP

April 2022

Dear Participant:

There are many situations where you may require the assistance of a lawyer, from representation in buying a house, to drafting a will, to civil litigation. It can be a difficult and expensive proposition to obtain legal services and representation. Since 1979, the Local 282 Legal Services Trust Fund has offered prepaid legal services to eligible participants and dependents.

We are pleased to issue this updated description of the Legal Services Plan. This booklet, called the Summary Plan Description (the “SPD”), describes the features of the Legal Services Fund. It also constitutes the plan document. The Fund offers a broad array of services although not all legal needs are covered. Please read this booklet carefully and retain it for future reference.

The law firm that the Trustees have retained to provide covered legal services to eligible participants is Trivella & Forte, LLP.

If you have any questions about this booklet, please call the Fund Office.

Sincerely,

**BOARD OF TRUSTEES
LOCAL 282 WELFARE TRUST FUND**

Este folleto contiene un resumen en Español de sus derechos y beneficios en el plan bajo la Local 282 Legal Services Trust Fund. Si usted tiene dificultad en entender alguna parte de este folleto, comuníquese con Mario Bulding en la oficina del Fondo de Salud, 2500 Marcus Avenue, Lake Success, New York 11042, (516) 488-2822, desde las 9:00 a.m. hasta las 4:00 p.m.

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SECTION 1 INTRODUCTION

The Trustees of Local 282 Welfare Trust Fund (the “Welfare Fund”) are proud to offer the Local 282 Legal Services Trust Fund (the “Plan” or “Legal Services Plan”) to provide access to a broad range of prepaid legal services for eligible Participants. The Plan was instituted in 1979 and is continued in the belief that it protects and advances the legal rights and interests of the Participants and their families and that it will help to alleviate difficulties in obtaining legal assistance and resolving legal problems.

Attorneys providing legal services pursuant to this SPD shall be compensated by the Plan, but the attorneys’ relationship with you shall be exclusively with you as their client. When you discuss your legal problem with an attorney providing legal services under this Plan, you can expect to receive professional advice and assistance with the knowledge that all discussions with the attorneys will be on a confidential basis as in any other attorney-client relationship and in accordance with ethical rules that apply to the attorney-client relationship. The attorneys’ services shall be provided in accordance with the professional and ethical standards expected and required of lawyers. In providing such legal services, the attorneys shall adhere to the rules of the Fund as established herein, but shall receive no further instructions, directions or interference from the Trustees with respect to legal representation.

The prepaid services covered by the Plan are subject to the limits set forth in this SPD. Not all legal services are covered by the Plan. The attorneys shall decline to provide services under the Plan in any matter they believe to be clearly without merit or frivolous. The benefits and eligibility requirements described in this SPD are not guaranteed and may be changed, reduced or eliminated at any time in the sole and exclusive discretion of the Board of Trustees. In addition, the Board of Trustees has the sole and absolute right, authority, and discretion to interpret, amend, or modify the terms of this SPD. If any benefit changes occur, the Fund Office will notify the Participants.

This Plan is maintained pursuant to collective bargaining agreements. A copy of any such agreement may be obtained by Participants and Dependents upon written request to the Fund Office, and is available for examination by Participants and Dependents.

The Plan is funded through a portion of employer contributions paid to the Welfare Fund for the sole and exclusive purpose of providing legal services benefits to eligible Participants.

No local union, local union officer, business agent, local union employee, employer or employer representative, association or association representative, individual Trustee, consultant, attorney or any other person may speak for or on behalf of this Plan, or commit or legally bind the Trustees in any matter whatsoever relating to the Plan, unless such person shall have been given express authority from the Board of Trustees to act in such matter. Statements by the Fund Office, whether oral or written, cannot modify the benefits described in this SPD. All inquiries, requests for ruling, interpretations, or decisions, or questions of any kind concerning the contents of this SPD must be directed to the Trustees in care of the Fund Office. The statutory administrator of this Fund is the Trustees.

SECTION 2 DEFINITIONS

As used herein, the following terms have the following meanings:

1. **Trustees**

The Trustees acting under the Agreement and Declaration of Trust for the Local 282 Trust Funds and their successors with the rights and duties as set forth herein.

2. **Plan**

This Legal Services Plan, as described in this SPD, as now or hereafter existing and as the same may be amended or modified and be in force.

3. **Welfare Fund**

The Local 282 Welfare Trust Fund. The Legal Services Plan is funded through a portion of employer contributions paid to the Welfare Fund for the sole and exclusive purpose of providing legal services benefits to eligible Participants and Dependents.

4. **Union**

Local Union No. 282, International Brotherhood of Teamsters.

5. **Legal Services Provider**

The Trustees have retained the Law Firm of Trivella & Forte, LLP to provide legal services under this Plan.

6. **Employer**

Any individual, partnership, corporation or other business entity which employs persons represented by the Union and which is or hereafter becomes a party to a written agreement with the Union containing provisions requiring said individual, partnership, corporation or other business entity to make contributions to the Welfare Fund. The term "Employer" shall also mean the Local 282 Welfare, Pension, Annuity, and Job Training Funds, as well as the Union for the purpose of providing benefits under this Plan to its employees.

7. **Contributions**

The amount of money required to be paid by Employers to the Welfare Fund and allocated to this Plan.

8. **Participant**

An individual employed by an Employer engaged in Covered Employment for which contributions are due the Welfare Fund. The term "Participant" shall also mean an Eligible Pensioner.

9. **Eligible Pensioner**

An individual who is retired under the Local 282 Pension Trust Fund and is eligible for Welfare Fund coverage. Please refer to the Welfare Fund and Pension Fund Summary Plan Descriptions.

10. **Covered Employment**

Employment of an individual by an Employer for which the Employer is required to make contributions to the Welfare Fund, and does make contributions to the Welfare Fund.

11. ***Spouse***

The Participant's lawful spouse.

12. **Dependent Children**

This term "Dependent Children" has the same meaning as that term under the Welfare Fund Summary Plan Description, which is as follows:

Dependent Children include (a) each child under twenty-six (26) years

of age of a Participant, except while in military service and (b) a child who is over age 26, provided that the child is (i) primarily supported by the Participant and (ii) became Disabled (as defined in the Welfare Fund SPD) before age 21.

A “child” includes the Participant’s (a) biological child; (b) stepchild; (c) legally adopted child from the start of any waiting period prior to the finalization of the child’s adoption; (d) legally adopted newborn infant from the date the Participant takes physical custody of the child upon the child’s release from the hospital prior to the finalization of the child’s adoption; (e) a foster child (within the meaning of section 152(f) of the Internal Revenue Code); and (f) a child for whom the Participant has been appointed legal guardian.

12. *Plan Year (fiscal year)*

Effective January 1, 2023, the Fund’s Plan Year is January 1 to December 31. Prior to that date, the Plan Year was March 1 through February 28.

SECTION 3 ELIGIBILITY

Active Participants

All Participants and their Spouses and Dependent Children are entitled to benefits provided by the Plan during such period of time as the Participant remains employed by the Employer and remains eligible for Welfare Fund benefits and the Legal Services Plan remains in effect. The Spouse and Dependent Children of an Employee shall continue to remain eligible for legal services benefits for the same period of time under which they are eligible for benefits under the Welfare Fund.

Pensioners

All Pensioners who are eligible for Welfare Fund retiree benefits and their Spouses and Dependent Children are entitled to benefits provided by the Legal Services Plan during such period of time as the Pensioner remains eligible for pension benefits from the Pension Fund and welfare benefits from the Welfare Fund and the Legal Services Plan remains in effect. The Spouse and Dependent Children of an eligible Pensioner shall continue to remain eligible for Plan benefits for the same period of time under which they are eligible for benefits under the Local 282 Welfare Fund.

Loss of Eligibility and Extended Coverage

If you become ineligible for benefits under the Plan (i.e., are no longer employed by an Employer) while a legal matter is being handled under the Plan and you would otherwise have continued to be eligible for coverage under the Plan, the Plan shall continue to pay for legal services covered by the Plan in completing the matter but only up to a maximum of 30 hours from the start of your representation, for any kind of representation. You will not be eligible for coverage of any additional matters after you become ineligible.

SECTION 4 HOW TO USE THIS PLAN

Obtaining Legal Services

In order to obtain legal service benefits, you simply need to call the Fund's Legal Services Provider, the Trivella & Forte, LLP ("Legal Services Provider") at 914 949-9075. The Legal Services Provider will first verify that you are eligible for benefits and then determine whether your particular matter is covered under the Plan. You may need to make an in-person appointment with the Legal Services Provider.

Of course, you are not required to use the Plan and are free at all times to use an attorney of your own selection. However, the Plan does not pay for any part of legal fees or costs for other attorneys, and you will need to pay for such other attorney on your own. You are also free, at any time, to discontinue the services of the attorney retained by the Plan and to obtain representation by an attorney not retained by the Plan. In such event, the Plan will not be responsible for any part of the fees or charges of the other attorney.

Under law, a decision on whether your request for legal representation from the Legal Services Provider is available under the Plan must be provided to you within 90 days from the date that you contact the Legal Services Provider. Ordinarily, however, the decision is made on the very same day of your call to the Legal Services Provider. Please see the Section title "Claims and Appeals" below for a description of the process if the decision is not made immediately.

If the Legal Services Provider is Unable to Provide Representation to You

If you are seeking legal representation for a Covered Service listed above and the Legal Services Provider is not able to provide services to you (for example, you need representation outside of the Provider's geographic scope or because of a conflict of interest), the Provider will take steps to obtain replacement legal counsel for you at no cost to you. There may be limitations on the Plan's ability to provide coverage in this circumstance and if it arises, you will need to discuss the matter with the Legal Services Provider, any new counsel to which you are referred, and with the Fund Office.

SECTION 5 COVERED AND UNCOVERED SERVICES AND COSTS

Covered Services

The Plan covers the following legal services, which includes legal advice, research, consultation and document preparation and review as necessary:

1. Drafting and execution of Wills;
2. Drafting and execution of Powers of Attorney;
3. Drafting and execution of Health Care Proxies and Living Wills;
4. Drafting and execution of Revocable and Irrevocable Trust Agreements;
5. Probate of Wills and administration of estates of deceased Participants or Spouses;
6. Uncontested divorce, separation or annulment proceedings, subject to a 30-hour limit per Plan Year. To avoid potential conflicts of interest, the Plan does not provide this service to the Spouse if the Participant is also a party to the proceeding (e.g., the Participant and Spouse are divorcing), whether or not the Participant has retained the Legal Services Provider for the proceeding;
7. Uncontested adoptions of children;
8. Change of name proceedings;

9. Purchase or sale of real estate, refinance and/or family transfer involving a Participant's residence, vacation or retirement home;
10. Examination of leases in instances where the Participant, Spouse or Dependent Child is the prospective tenant;
11. Suits against the Participant, Spouse or Dependent Child for rent;
12. Tenant defense in eviction proceedings;
13. Personal voluntary petition in bankruptcy (not involving any business) and related services in the Bankruptcy Court including discharge;
14. Representation and defense in civil litigation (excluding claims under Small Claims Court jurisdiction and matters normally handled on a contingent fee basis), subject to a 30-hour limit per Plan Year;
15. Reviewing retail credit and other consumer contracts;
16. Tax advice, excluding the preparation of tax returns;
17. Representation in traffic matters where the suspension or revocation of a drivers' license is likely. Eligibility as a covered service and/or case approval shall be based upon New York State Department of Motor Vehicles point system rules and the individual county's proclivity to revoke and suspend vehicle licenses.';
18. Defense of erroneous hospital or surgical expense claims other than those involving the Local 282 Welfare Fund;
19. Defense of erroneous garnishment;
20. Basic economic loss claims under no-fault coverage;
21. Representation in criminal matters from arrest through arraignment in state and local courts;
22. Guardianship proceedings;

The above categories are subject to change.

Court Awards Against You Not Covered

The Plan **does not** cover amounts you are required to pay in disposition of the matter, including fines, penalties and any final judgment amount.

Incidental Litigation and Court Expenses Not Covered

The Plan is designed to cover the cost for your lawyer but may not pay for all legal costs that you incur. For example, the Plan will not pay for expenses incidental to legal services such as, but not limited to, court costs, fees for depositions, investigators and expert witnesses, fines, and penalties imposed in the action.

You should explore with the attorney assigned to you the total costs that may be involved in your matter so that you and the attorney will have an understanding of the costs the Plan will cover and the costs that you will have to pay out of pocket. Of course, it is not always be possible to know the total costs ahead of time.

30-Hour Limit on All Covered Services After Loss of Eligibility

If you become ineligible for benefits under the Plan (see **ELIGIBILITY** Section above), the 30-hour maximum is imposed on all covered matters.

Transition Rule for 30-Hour Per Year Limit in 2022 and 2023

The Plan's fiscal year, called the "Plan Year," is currently March 1 to February 28 (or 29). Effective January 1, 2023, the fiscal year is changing to match the calendar year, from January 1 to December 31. Certain services listed above are subject to a 30-hour limit per year (representation and defense in civil litigation, uncontested divorce, separation or annulment proceedings). In 2022 and 2023, the Plan will impose the limit as follows: With respect to any representation that begins on or before December 31, 2022, you will be eligible for 30 hours for the period March 1, 2022 through December 31, 2022 and 35 hours for the period January 1, 2023 through December 31, 2023 (the normal 30 hours plus 5 hours for the months of January and February 2023 that would otherwise have been included in the Plan Year ending February 28, 2023). The normal 30-hour per year limit will resume in 2024 and after.

Excluded Services

Any legal service not specifically listed above is not covered by the Plan. Solely by way of example, the following non-exhaustive list legal services are excluded from the Plan:

1. Any controversy, dispute or proceeding with or directed against any Employer or its officers, agents or attorneys;
2. Any controversy, dispute or proceeding with or directed against any Union, Welfare Fund, Pension Fund, Annuity Fund, Job Training Fund, Vacation and Sick Leave Fund, Trustees, Plan or any of the officers, employees, agents or attorneys thereof;
3. Any controversy, dispute or proceeding with or directed against any Employer or labor organization, or their officers or agents in any matter arising under the National Labor Relations Act as amended, or under the Labor-Management Relations Act, or under any similar law;
4. Any controversy or proceeding in which the Fund would be prohibited from defraying the costs of legal services by any provisions of law;
5. Controversies, disputes or proceedings between Participants or a Participant and the family of another Participant;
6. Any controversy, action or proceeding in which representation on a contingent fee basis is normally and customarily available or where the fee is payable by virtue of statute or by order of a court;
7. Any controversy, action, proceeding or dispute in which legal services are available through insurance or through any government agency or attorney (Federal, State or local) or through a private attorney who will represent the Participant without charge;
8. Class actions or interventions or friend of the court activities;
9. Any matter concerning the payment of income tax including, but not limited to, preparation or filing of income tax returns;
10. Controversies, disputes or proceedings between a Participant and his Spouse or Dependent Child (except as specifically provided above), including contested divorce, separation, annulment or adoption proceedings.;
11. Proceedings where issue has been joined prior to the date this Plan becomes operative;
12. Naturalization, immigration and deportation issues;
13. Slander and libel;

14. Criminal proceedings in state and local courts subsequent to arraignment;
5. All federal criminal matters;
16. Traffic violations, except where suspension or revocation of drivers' license is possible;
17. Workers' compensation and unemployment insurance claims;
18. Expenses, other than lawyers' fees for services, including but not limited to, court costs, fees for deposition, investigators and expert witnesses, fines, penalties and any amounts imposed as judgment on the Participant, Spouse or Dependent;
19. Legal services or expenses incurred in connection with any business venture participated in by the Participant, Spouse, or Dependent Child, including any matter for which the cost of legal services would normally constitute a Federal Income Tax deduction as a business expense or capital investment;
20. Review of documents prepared on behalf of a Participant, Spouse or Dependent Child by another attorney;
21. Any controversy, dispute or proceeding in which the Participant, Spouse, or Dependent Child employed a lawyer prior to the Participant, Spouse or Dependent Child being eligible to receive benefits under the Plan;
22. Support, legitimization and custody proceedings;

SECTION 6 TAX CONSEQUENCES

In accordance with Internal Revenue Service regulations, the value of legal services benefits must be treated as income to the Participant. Accordingly, the Legal Services Fund issues a Form W-2 to all eligible participants covered by the Legal Services Plan each year, and each Participant will be responsible for taxes based on the value of the income reflected on the Form W-2. If you are eligible for benefits from the Plan, you will receive a Form W-2 and be responsible for the associated taxes regardless of whether you received any legal services for that year.

SECTION 7 CLAIMS AND APPEALS

As explained above, in order to obtain legal service benefits, you simply need to call the Fund's Legal Services Provider, the Trivella & Forte, LLP at 914 949-9075 ("Legal Services Provider"). The Legal Services Provider will first verify that you are eligible for benefits and then determine whether your particular matter is covered under the Plan. You may need to make an in-person appointment with the Legal Services Provider.

A decision on whether your request for legal representation from the Legal Services Provider is available under the Plan must be provided to you within 90 days from the date that you contact the Legal Services Provider. Ordinarily, the decision is made on the very same day of your call to the Legal Services Provider. If it is determined that special circumstances require an extension of the 90-day time for consideration of your request for representation, the extended time will not exceed an additional 90 days. If such an extension is required, written notice of the extension will be furnished to you prior to expiration of the initial 90-day period. The notice of extension shall include the special circumstances requiring the extension of time and the date by which the Fund Office expects to make a determination with respect to the claim. If the extension is required on account of your failure to submit information necessary to decide the claim, the period for making the determination will be tolled from the date on which the extension notice is sent to you until the date on which you respond to the request for more information.

If your request for representation is denied, in whole or in part, you will be provided with written notice of the determination. The notice shall include (i) the specific reason(s) for the adverse benefit determination, with reference to the specific Plan provisions on which the determination is based, (ii) a description of any additional material or information necessary for you to perfect the claim (including an explanation as to why such material or information is necessary), (iii) a description of the Fund's appeal procedures and the applicable time limits, and (iv) a statement of your right to bring a civil action under the Employee Retirement Income Security Act of 1974, as amended ("ERISA") following an adverse benefit determination on appeal.

If your request for legal representation is denied, you, or your authorized representative, may appeal the denial to the Board of Trustees. Your appeal must be in writing and must be sent to the Trustees within 60 days after receipt of the notice of denial of your claim. In connection with the appeal, you or your authorized representative may submit written comments, documents, records, and other information relating to your claim.

In addition, you will be provided, upon written request and free of charge, with reasonable access to and copies of all documents, records, and other information relevant to your claim. The Trustees will give your claim a full and fair review, which will take into account all comments, documents, records and other information submitted by you in support of your claim, without regard to whether such information was submitted or considered in the initial benefit determination.

The Trustees will make a decision on your appeal by the date of the meeting of the Board of Trustees that immediately follows receipt of your appeal, unless your appeal is filed within 30 days preceding the date of such meeting. In such case, a decision will be made by no later than the date of the second meeting following receipt of your appeal. If special circumstances require a further extension of time for processing, a decision shall be made not later than the third meeting of the Board of Trustees following receipt of your appeal. If such an extension of time for review is required because of special circumstances, the Fund Office shall provide you with written notice of the extension, describing the special circumstances and the date as of which the decision will be made, prior to the commencement of the extension. You will be notified in writing of the decision on appeal as soon as possible, but no later than 5 days after the decision on appeal is made. If your appeal is denied, in whole or in part, the notice shall include: (i) the specific reason(s) for the adverse benefit determination, with reference to the specific Plan provisions on which the determination is based, (ii) a statement that you are entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records and other information relevant to the claim, and (iii) a statement of your right to bring a civil action under ERISA. The Trustees' decision on appeal shall be final and binding on all parties.

SECTION 8

ADMINISTRATION OF THE PLAN

1. The Trustees shall be the governing body of the Plan.
2. The Plan shall retain the services of autonomous law firm(s) that are admitted to practice in either or both the States of New York and New Jersey or other jurisdictions to provide legal service benefits to Participants, their Spouses and Dependent Children.
3. The Trustees may at any time, or from time to time, adopt, amend, modify or rescind rules and regulations for the implementation of the Plan, except as to the practice of law conducted under or authorized by the Plan.

4. To the extent that contributions to the Welfare Fund are available for that purpose, the Welfare Fund advances to the Plan, through the Legal Services Fund, all sums necessary for the operation and administration thereof, including payments for services to the attorneys retained by the Plan and all other items necessary or appropriate for the operation and administration of the Plan.
5. The accounts between the Welfare Fund and the Legal Services Fund shall be settled once in each fiscal year as of February 28; no balance (if any) shown by such accounts to be payable by the Legal Services Fund to the Welfare Fund shall be collectible by the Welfare Fund from the Legal Services Fund, except that if, upon termination of the Legal Services Fund, there shall be unused funds held by the Legal Services Fund over and above the amount necessary to liquidate its obligations, such excess shall be repaid to the Welfare Fund by the Legal Services Fund; deficits shall be paid to the Legal Services Fund by the Welfare Fund.
6. The Plan shall maintain books and records of its operations and shall report to the Trustees from time to time.
7. Except as specifically provided, the Welfare Fund shall not be liable for the acts or proceedings of the Plan or any attorneys retained thereby, but the Welfare Fund shall cooperate in all reasonable manners to assure that the Plan operates and performs in accordance with the provisions of the Plan and that all funds necessary or appropriate for the conduct and operation of the Plan shall be provided by it to the Legal Services Fund.
8. In the event of any dispute with the Legal Services Provider concerning the representation of a Participant, Spouse or Dependent Child under the Plan, the parties shall resolve the dispute pursuant to the retainer agreement with the Legal Services Provider.
9. The Plan and attorneys retained by it may, at any time or from time to time, as is customary in the case of the independent employment of private attorneys, discontinue the representation of any Participant, Spouse or Dependent Child, either in connection with any specific items or in its entirety, with appropriate adjustments of financial benefits and costs up to the date of such termination; and if so discontinued, the Participant, Spouse or Dependent Child shall select another attorney, not retained, associated or affiliated with the Plan or counsel and, if the matter is in litigation, and if required by law or ethical or Court rules, the attorneys for the Plan, Spouse or Dependent Child shall promptly arrange for a proper substitution of attorneys.

10. The services provided for herein are for the sole benefit of Participants, Spouses and Dependent Children. Such service shall not inure to the benefit of nor vest in any other person or entity, public or private, such as a Trustee in bankruptcy or any other Trustee under federal bankruptcy law or to any assignee for the benefit of creditors or otherwise. Services provided under the Plan are not reassignable.
11. The Plan shall be subrogated to all rights of a Participant, Spouse, or other Dependent Child to recover attorneys' fees and costs against any person or entity. Participants, Spouses or Dependent Children shall execute and deliver to the Plan any instrument or papers and whatever else is necessary to secure such rights for the Plan; they shall do nothing to prejudice such rights.
12. The Trustees may at any time and from time to time amend, modify, terminate or suspend the Plan and any and all parts and portions thereof. Except as to the practice of law activities, the Trustees shall have full power and authority to interpret the Plan and all the provisions thereof; and all such interpretations so made shall be final and binding. The Plan may be terminated at any time deemed necessary or appropriate by the Trustees of the Welfare Fund. Upon termination, each Participant, Spouse or Dependent Child, being represented by an attorney retained by the Plan, shall designate and cause to be designated another attorney, not retained or paid by the Plan, to represent such Participant, Spouse or Dependent Child in all pending and future matters.

SECTION 9

YOUR RIGHTS UNDER ERISA

As a Participant in the Legal Services Fund, you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan Participants shall be entitled to:

RECEIVE INFORMATION ABOUT YOUR PLAN AND BENEFITS

- Examine, without charge, at the Fund Office and at other specified locations, such as work locations and union halls, all documents governing the Plan, including 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 Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including Collective Bargaining Agreements and copies of the latest annual report (Form 5500 Series) and an updated summary plan description. The Plan 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 establishing rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of employee benefit plans. 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 or exercising your rights under ERISA.

ENFORCE YOUR RIGHTS

If your claim for legal services benefits was denied or ignored, in whole or in part, you have the 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 to which you are entitled, 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 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 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 D.C., 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.

SECTION 10 PLAN INFORMATION

Official Plan Name	Local 282 Legal Services Trust Fund
Employer Identification Number (EIN)	11-6276103
Plan Number	501
Plan Year	March 1 through February 28; January 1 to December 31 starting as of January 1, 2023
Type of Plan	Welfare benefit plan providing group legal services benefits
Effective Date	The Plan became effective on January 1, 1979. This restatement is effective as of June 1, 2022.
Funding of Benefits	All contributions to the Plan are made by Employers in accordance with Collective Bargaining Agreements requiring Employers to contribute to the Welfare Fund. Benefits are provided from the Welfare Fund's assets, which are accumulated under the provisions of the Collective Bargaining Agreements and the Trust Agreement.
Trust	Assets are held in a trust fund for the purpose of providing benefits to covered Participants, Spouses, and Dependent Children and paying reasonable administrative expenses.
Plan Sponsor & Administrator	<p>The Legal Services Fund is sponsored and administered by a joint Board of Trustees with equal representation of Union trustees and Employer trustees. Their names appear at the front of this booklet. The Board of Trustees can be reached through the Fund Office at:</p> <p>Local 282 Legal Services Trust Fund 2500 Marcus Avenue Lake Success, New York 11042 Phone: 1-516-488-2822 1-718-343-3322</p>

Contributing Employers	The Legal Services Fund will provide you, upon written request, with information as to whether a particular Employer is contributing to the Welfare Fund on behalf of employees, as well as the address of such Employer. Additionally, a complete list of Employers and the union local sponsoring the Plan may be obtained upon written request to the Fund Office and is available for examination at the Fund Office.
Agent for Service of Legal Process	Board of Trustees, or any individual trustee, at the address given above.

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