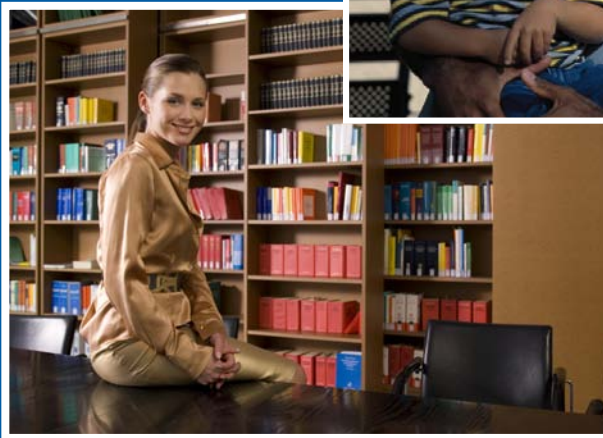


*UFCW Unions &
Contributing Employers
Legal Benefits Fund*

October 2008



Summary Plan Description

October 2008



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FACTS ABOUT THE PLAN

Plan Name

United Food and Commercial Workers (UFCW) Unions and Contributing Employers Legal Benefits Fund

Plan Sponsor

Board of Trustees
UFCW Unions and Contributing Employers Legal Benefits Fund
911 Ridgebrook Road
Sparks, MD 21152-9451.

Employer Identification Number

52-1228768

Plan Number

501

Type of Plan

This plan is maintained to provide legal benefits.

Type of Administration

Contract administration - The *Board of Trustees* has contracted with Associated Administrators, LLC, for administrative management services. Contact the Fund office at the following address:

UFCW Unions and Contributing Employers
Legal Benefits Fund
911 Ridgebrook Road
Sparks, MD 21152-9451
(410) 683-6500

Plan Administrator: The Plan Administrator is the *Board of Trustees* of the UFCW Unions & Contributing Employers Legal Benefits Fund. The Board consists of an equal number of members appointed by the Unions and employers.

The address of the Plan Administrator is:

Fund Office
911 Ridgebrook Road
Sparks, MD 21152-9451 .
(410) 683-6500

Agent for Service of Legal Process:

Associated Administrators, LLC, or any Trustee at this address:
UFCW Unions and Contributing Employers
Legal Benefits Fund
911 Ridgebrook Road
Sparks, MD 21152-9451

List of Participating Employers and Employee Organizations:

A complete list of the Participating Employers and employee organizations sponsoring the Plan may be obtained by participants and eligible dependents upon written request to the Board of Trustees and is available for examination by participants and eligible dependents.

Source of Contribution

Contributing employers pursuant to the terms of their Collective Bargaining Agreements and self payments made by plan participants.

Funding Medium

All assets are held in trust by the Board of Trustees. Monthly charges are paid from the Trust Fund to providers of benefits. A current Summary Annual Report (available from the plan administrator) gives details of Plan funding of benefits.

Plan Year

The Plan's fiscal year is January 1 - December 31.

Basic Financial Operations

The basic financial records of the Plan and Trust are maintained on a fiscal year ending December 31. The Board of Trustees meets regularly with advisers to review employer contributions, investment income, and Fund expenses. These reviews are carried out to insure that the financial operations of the Fund are sound so that benefits can be paid and that the requirements of ERISA (Employee Retirement Income Security Act of 1974), as amended, are met. Financial operations are audited annually by an independent certified public accountant.

BOARD OF TRUSTEES

Union Trustees

C. James Lowthers
UFCW Local 400
4301 Garden City Drive
Landover, MD 20785

Richard Eventoff
UFCW Local 27
21 West Road, 2nd Floor
Towson, MD 21204

Employer Trustees

Julie McWilliams
Shoppers Food Warehouse
4600 Forbes Boulevard
Lanham, MD 20706

DEAR PARTICIPANT

This Legal Benefit Plan was established and is maintained as a result of collective bargaining between your Union and your employer. You may obtain a copy of such Collective Bargaining Agreement upon written request to the Board of Trustees and a copy is available for your examination. Your employer pays the full cost for covered benefits except as noted on page 18 under "Self Payments." It is one of the best legal plans in the industry, paying many of the recurring legal expenses that would otherwise come from your wages.

The provisions of this document are subject to amendment, interpretation, and termination by the *Board of Trustees* and to the rules, regulations, and procedures of the Fund in effect at the time of a claim. The *Board of Trustees* has the power to make rules about your eligibility for benefits and the level of benefits available. You do not have a vested right to any benefits under the Fund and benefits may be changed or eliminated by the *Trustees* at any time. The *Trustees* also have the power to interpret, apply, and construe the provisions of the Plan and to make factual determinations regarding its construction, interpretation, and application. Any decision made by the *Board of Trustees* is binding upon Employers, Employees, Participants, beneficiaries and all other persons who may be involved or affected by the Plan.

Unions and employers who participate appoint an equal number of Trustees to administer the Plan. They serve without compensation. Their authority, established under a trust agreement signed by the Union and Participating Employers, includes the right to make rules about your eligibility for benefits and the level of benefits available. Trustees may amend the rules and benefit levels at any time. If significant changes are made, you will be notified.

The Trustees delegate authority to professionals who help them manage the plan:

- An Administrative Manager (referred to herein as the Fund office) receives employer contributions, keeps eligibility records, and assists plan participants in getting their benefits.

- Fund Counsel provides legal advice.

- An independent certified public accountant audits the Fund each year.

If there are any differences between this booklet--which is intended as a summary explanation of your benefits--and the formal agreements between the Fund and providers of service, the formal agreements will govern.

It is important that you verify coverage with the *Fund office* before incurring expenses under the Fund so that you can confirm that you or your dependents are covered under the Fund for the services you are seeking. Please remember that no one other than the *Fund office* can verify your coverage. Do not rely upon any statement regarding coverage or benefits under the Fund made by your Participating Employer or Union representative.

It is also extremely important that you keep the *Fund office* informed of any change in address. This is your obligation and you could lose benefits if you fail to do so. The importance of a current, correct address on file in the *Fund office* cannot be overstated. It is the **ONLY** way the *Trustees* can keep in touch with you regarding Plan changes and other developments affecting your interests under the Fund.

If the need for legal help arises, we believe you'll share with us the satisfaction of knowing you have excellent protection.

Sincerely,

THE BOARD OF TRUSTEES

WHERE TO CALL WHEN YOU NEED LEGAL HELP

Call the provider that serves members of your local Union in your area. Only services rendered by the participating legal provider will be honored by the Fund. Services provided by non-participating attorneys will not be covered, except as stated in subsection III of the “What Is Not Covered” section.

Local 400 Participants:

Robert A. Ades and Associates, P.C.

District of Columbia.....	Suite 1100 1140 Connecticut Avenue, N.W. Washington, D.C. 20036 (202) 452-8080 (24 hours)
Maryland.....	Suite 300 Metro 400 Building 4301 Garden City Drive Landover, MD 20785 (301) 459-3333 9 a.m. to 5:30 p.m. (202) 452-8080 after 5:30 p.m.
Virginia.....	5419-B Backlick Road Springfield, VA 22151 (703) 642-9500 9 a.m. to 5:30 p.m. (202) 452-8080 after 5:30 p.m.

Local 27 Participants:

Akman & Associates, P.C.

Baltimore County.....	1402 Front Avenue Lutherville, MD 21093
Baltimore City.....	20 S. Charles Street Tenth Floor Baltimore, MD 21201
Cumberland.....	202-204 Paca Street Cumberland, MD 21502

Salisbury.....	105 W. Main Street, 2 nd Floor Salisbury, MD 21801
Frederick.....	614 W. Patrick Street Frederick, MD 21701
Bel Air.....	43 North Bond Street Bel Air, MD 21014
Millersville/Severna Park...	1120 Benfield Boulevard, Ste. C Millersville, MD 21108

Virginia

Accomac	Courtgreen Accomac, VA 23301
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West Virginia

88 South Street Keyser, WV 26726

Pennsylvania

60 E. Middle Street Gettysburg, PA 17324

Delaware

Smyrna	7 W. Commerce Street Smyrna, DE 19977
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Seaford	210 Dual Highway Seaford, DE 19973
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Wilmington	1813 Marsh Road Wilmington, DE 19810
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Telephone Numbers for Akman & Associates

Baltimore City and County.....	(410) 337-9400 (24 hours)
Toll Free in Maryland.....	1-800-492-4750 (24 hours)
Toll Free Out of Maryland.....	1-800-638-7700 (24 hours)

SCHEDULE OF BENEFITS

Participants and eligible Dependents.

(I) General

- A. 24-Hour Telephone Numbers - Available in the event of an emergency so you can contact a provider.
- B. Legal Consultations, All Areas - An unlimited number.
- C. Legal Document Review - Unlimited consultations for the purpose of reviewing and revising legal documents not incident to litigation.
- D. Notary Service - Unlimited use of a notary public designated by the provider.
- E. Preparation of Simple Legal Documents - Preparation of an unlimited number of simple legal documents not incident to litigation, including power of attorney, bills of sale, affidavits, other simple documents.
- F. Investigation - Necessary investigative services in all criminal, domestic, and civil matters in which the provider is engaged. Includes service of process.
- G. Bailbondsman - Available on a 24-hour basis to provide bond where legally permitted.

**NOTE: ALL RECORDATION FEES AND COURT COSTS
ARE YOUR RESPONSIBILITY.**

(II) Administrative Law

- A. Social Security Disability - Assistance in the preparation of a disability application when you request disability payments. Assistance in the preparation of a reconsideration application. Representation in any Social Security appeal hearing because of an initial determination against you.
- B. Employment Discrimination - for non-Union employment not covered by the Fund

- C. Unemployment Compensation - Assistance in the preparation of an application and representation in an appeal from the denial of Unemployment Compensation when the employer is not a Participating Employer of the Fund.
- D. Veterans' Benefits - Assistance in the preparation of an application. Representation in any appeal from the denial of Veterans' Benefits.
- E. Arbitration Proceedings - Representation in any arbitration proceeding except one involving the Union, the Fund, a Participating Employer, or arbitration incident to a malpractice dispute with a participating legal provider.

(III) Consumer

- A. Wage Earners' Plans - Representation should you have to file a Wage Earners' Plan pursuant to the Bankruptcy Code.
- B. Excessive Interest and Late Charges - Representation.
- C. Bankruptcy - Representation for purposes of filing a personal bankruptcy petition regardless of assets.
- D. Medical Insurance Claims not involving the employer, Union, or UFCW Unions and Participating Employers Health and Welfare Fund.
- E. Garnishment Actions - Representation in a garnishment proceeding.
- F. Personal Property Repossessions - Representation.
- G. Enforcement of Warranties - Representation.
- H. Consumer Rights/Problems with Credit Ratings - Representation.
- I. Collecting/Defending an Action on a Debt - Representation in an action for or against you.

Court appearances are limited to matters in which the controversy exceeds \$500.

(IV) Criminal

- A. Juvenile Participant or Dependent - Representation for any charge lodged in juvenile court against you or your eligible dependent.
- B. Adult Participant or Dependent Accused of a Misdemeanor - Representation in connection with any misdemeanor charge brought against you or your eligible dependent.
- C. Adult Participant or Dependent Accused of a Felony - Representation by Robert A. Ades and Associates, P.C. at a fixed rate of \$1,500 instead of an hourly fee, or by Akman and Associates at either a \$50 hourly rate or at a flat fee quoted in advance, at your option.

(V) Family Law

- A. Uncontested Divorce or Annulment - Representation
- B. Contested Divorce or Annulment (maximum 7 hours attorney's time) - Representation **
- C. Uncontested Adoption - Representation
- D. Contested adoption (maximum 7 hours attorney's time) - Representation when you are a party in a contested adoption proceeding. **
- E. Plaintiff/Defendant in a Support Action - Representation in the prosecution or defense of an action to collect, increase, or decrease support and maintenance for you or your minor children.
- F. Plaintiff/Defendant in a Custody/Visitation Action (maximum 7 hours attorney's time) - Representation when you are the plaintiff or defendant in a claim by another party for custody of your minor children and/or visitation rights. **
- G. Guardianship - Representation for you if you are the petitioner in a guardianship proceeding.

** In cases of family law matters in excess of the seven hour maximum covered under the Schedule of Benefits, you are eligible for representation by Robert A. Ades and Associates, P.C. at a \$50 hourly rate or by Akman and Associates at either a \$50 hourly rate or at a flat fee quoted in advance, at your option.

- H. Ante-Nuptial/Post-Nuptial/Property Settlement Agreements - Representation regarding the negotiations, preparations, execution, or any other matters related to an ante-nuptial, post-nuptial, or property settlement agreement.
- I. Name Change - Representation when you seek to have your name legally changed by a court of competent jurisdiction.
- J. Paternity - Representation in an action to establish paternity of a minor child.
- K. Birth Certificate - Services and representation when necessary to establish a birth certificate or to obtain any information on, move for any changes on, or establish the existence of, a birth certificate.
- L. Child Neglect - Representation.

(VI) Real Estate/Landlord-Tenant
(For Primary Residence Only)

- A. Landlord Tenant, Consultation - Consulting services concerning any landlord/tenant dispute incident to your rental of a dwelling. Consultation includes a review of the lease/agreement.
- B. Landlord Tenant, Negotiations - Representation concerning the negotiations with a landlord or his agent regarding any landlord/tenant dispute with respect to your dwelling, including lease negotiations or rent increases.
- C. Landlord Tenant, Rental Accommodations (D.C. only) - Representation when you are sued for possession of a dwelling rental unit and/or the violation of any lease provisions. Representation regarding an increase in rent before the local rental accommodations commission or anyone with jurisdiction over rental increases.
- D. Real Estate Settlements, Seller - Representation incident to the sale of residential real property by you.
- E. Real Estate Settlements, Buyer - Representation at real estate settlements when you purchase residential real estate property. Services include the preparation of all documents incident to the settlement, including preparation and review of real estate sales contracts. Representation does not include title searches and title insurance costs, which you must pay directly.

- F. Refinancing of Residence - Representation including the preparation of documents for the refinancing of your residence.
- G. Post-Settlement Breach of Warranty - Representation regarding any claim you may have against the seller of real property for a breach of warranty after you purchase your residence.
- H. Violation of Property Owner's Covenants - Representation when you are charged with or accused of violating any by-laws, covenants, or agreements incident to the ownership of your residence.
- I. Zoning Violations - Representation in any zoning violation charges brought against you with respect to your residence by a local, federal, or state jurisdiction.
- J. Mortgage Foreclosure Actions - Representation regarding mortgage foreclosure action brought against you regarding your residence.
- K. Negotiation of a Contract for Purchase or Sale of Residence (including condominium).

(VII) Wills

- A. Preparation of Simple Wills
- B. Preparation of Codicil to Wills
- C. Consultation Regarding Estate Planning
- D. Contested Will Litigation - Representation in a contested will action, but only in the court of original jurisdiction for such matters (i.e., no appeals to higher courts).
- E. Complex Will - Complex wills including a will with trust, trusts for benefit of minor children, provision for a charitable bequest, creation of life estates, insurance trusts, or other complex provisions.

(VIII) Probate and Administration of Estates

- A. Conservatorship - Representation when you file an application to establish a conservatorship for a relative.
- B. Assistance in the Administration of Estate, Less Than Statutory Amount -

Assistance and representation regarding your appointment as personal representative of an estate for which no formal probate proceedings are required.

- C. Probate of an Estate - Representation regarding the probating of an estate when you are named the personal representative of the estate or when, because of your relationship to the deceased, you are eligible to act as the personal representative of the estate of the deceased who dies without a will. The provider will be entitled to a fee from the estate not to exceed 75% of the prevailing attorney's fee charged for similar matters in the jurisdiction where the estate is probated.

(IX) Motor Vehicle Violations

- A. Driving While Intoxicated, Court Appearance - Representation is limited to court proceedings and includes administrative hearings incident to the charges.
- B. Operating After Suspension or Revocation of Driving Privileges
- C. Leaving the Scene after a Collision
- D. Fleeing and Eluding a Police Officer

(X) Personal Injury and Property Damage

- A. Preparation and Assistance in the Filing of Insurance Claims With Your Automobile Insurance Company
- B. Contingency Fee Cases, Plaintiff (Participant and Dependent) - Representation in legal matters for which counsel is normally compensated on the basis of a contingency fee. The provider will charge a maximum of 25% of any recovery obtained by you through settlement or trial. If there is no recovery on your claim, the provider will charge no legal fees.
- C. Defense of Liability Actions - Where there is no third party insurance coverage.
- D. Defense of Personal Injury and Property Damage Cases - Representation in defense of any action involving personal injury or property damage in excess of \$300 in damages. No representation will be provided in actions for which you have third party insurance coverage.

WHAT IS NOT COVERED

Legal representation will not be provided for the following matters:

1. Those pertaining to your trade or business
2. Those pertaining to the management, conservation, or preservation of property held by you for the production of income*
3. Those pertaining to the production or collection of income by you*
4. Real estate matters other than those related to your personal residence
5. Participation in class action or as amicus curiae except if the provider determines that services under the Plan are most appropriately provided that way. That decision must be approved by the Board of Trustees.
6. Any matter that is frivolous or brought for the purpose of harassment
7. Patents and copyrights
8. Preparation of federal or state tax returns, representation at tax audits, tax litigation, or appeal of tax assessment on real property
9. Disputes involving a Participating Employer or participating local Union or their officers and agents, including labor disputes, Workers' Compensation, unemployment compensation, or discrimination charges and suits
10. Disputes involving any employee benefit plan in which a Participating Employer or participating Union participates, or a provider of service to such a plan
11. Disputes with respect to this Fund or Plan, including questions as to whether legal services are available under the Fund or Plan.
12. Matters where legal services are available to you free of charge, such as legal counsel by an insurance company, litigation involving a government agency, or legal representation by an employer or third party. This does not exclude representation when you are eligible for free legal representation because of your financial circumstances.
13. Disputes between participants except as noted on page 16, in section III, "Provider's" Inability to Provide Representation."
14. Any legal proceeding or cause of action prior to your Effective Date of participation in the Plan
15. All matters on the Appellate level
16. Covered services outside the geographic areas of the Fund, as defined by the Board of Trustees
17. Personal bankruptcy proceedings not under Chapters Seven and Thirteen of the Bankruptcy Code

*Exclusions 2 and 3, above, do not apply in the following circumstances:

- a.) with respect to securing, increasing, or collecting alimony under a decree of divorce (or payments in lieu of alimony) or a division or re-division of

- community property;
- b.) with respect to your role as an heir or legatee of a decedent, as beneficiary under a testamentary trust or in protecting or asserting rights to property of a decedent; or
 - c.) with respect to a claim for damages, other than compensatory damages, for personal injury.

In the event that you have a legal matter not included in the Schedule of Benefits section and which is not excluded in this section, you are eligible for legal services at the rate of \$50 an hour.

(II) Required Payments

The Plan does not cover the payment of any fines, penalties, deposition costs, recordation fees, expert witness fees, court costs, taxes, judgments, or money awards of any kind.

(III) Representation--Conflict Situations

If a provider is unable to provide legal representation to a participant who would otherwise be entitled to representation under the Plan as a result of a conflict of interest or other reasons that would adversely affect the participant's representation, provision of legal representation is handled as follows: The provider will present the participant with a list of qualified attorneys. The participant will be entitled to select an attorney from the list provided and the provider will be responsible for the payment of the participant's legal fees up to a maximum of \$250 per participant per year. If the participant does not select an attorney from the list provided, the provider has no responsibility for the payment of legal fees.

ELIGIBILITY RULES

Covered Employment

You are eligible to participate in this Plan if you are employed by a Participating Employer and are covered by the Collective Bargaining Agreement between that employer and a participating Union in a job status which requires contributions to this Fund on your behalf.

Initial Eligibility

Your participation will begin on the first day of the calendar month following three consecutive months in which contributions are made on your behalf by a Participating Employer.

Delay in Eligibility

If you are absent from work on the day your eligibility would otherwise begin, you will not be eligible for any benefits until the day you actually return to work with a Participating Employer.

Continued Eligibility

Any employee who is initially eligible will become and remain a participant as long as he or she is employed by a Participating Employer and covered by a Collective Bargaining Agreement with a participating Union. A participant is considered to be employed:

- during periods of Active Work
- during paid vacations
- while on jury duty
- while collecting Weekly Disability (also referred to as Accident & Sickness) benefits from the UFCW Unions and Participating Employers Health and Welfare Fund
- or while collecting Worker's Compensation benefits from a Participating Employer for a period not to exceed the maximum number of sick pay weeks allowed.

Loss of Eligibility

You cease to be eligible for benefits upon:

1. termination of employment with a Participating Employer
2. transfer to job classification outside the jurisdiction of the Collective Bargaining Agreement
3. layoff
4. military service
5. leave of absence

6. unpaid vacation for which no contributions are made to the Fund
7. when all accident and sickness benefits are exhausted

8. absence because of an accident or sickness compensable under Workers Compensation exceeding 26 weeks
9. end of the employer's obligation to make contributions pursuant to the Collective Bargaining Agreement
10. retirement
11. death
12. termination of the Plan

* If loss of eligibility occurs for reasons 4, 5, 6, 7, or 8 above, you may be entitled to continue your eligibility by making self payments. See the "Self Payments" section below for complete details of this provision.

Date Benefits Terminate

Eligibility for benefits terminates at the end of the month in which the loss of eligibility occurs.

Reinstatement of Eligibility

If you lose your eligibility because of military service, layoff, or a leave of absence approved by your employer, you will be reinstated to eligibility status on the first of the month in which your employer is obligated to resume contributions on your behalf.

If you lose your eligibility for any other reason, but become Actively employed again by the same or another Participating Employer within 30 days, you will automatically be reinstated to eligibility status on the day you return to Active Work. If the period of separation is 31 days or longer, you must again meet the initial eligibility requirements.

SELF PAYMENTS

Leave of Absence

A participant who is granted a non-military leave of absence in writing by a Participating Employer, or who is absent from employment by reason of service in the uniformed services as defined by the Uniformed Services Employment and Re-employment Rights Act of 1994 may elect to continue his or her eligibility status by making self payments directly to the Fund. If you elect to continue eligibility by making self payments, the Plan will continue to provide benefits. You must meet the following conditions:

1. You must elect to continue eligibility by self payments within 30 days following your loss of eligibility. The self payment period must start with the month immediately following the month in which eligibility was lost. Failure to elect to make self payments on time will cause a loss of eligibility and benefits will terminate.
2. Self payments must be made monthly in an amount determined by the Board of Trustees. Self payments must be received by the Fund Office on or before the first day of each month for which continued eligibility is desired. Failure to make payments on time will terminate your eligibility for benefits as of the last day of the most recent calendar month for which a self payment was accepted.
3. To begin making self-payments, you must call the Fund Office to find out the amount of the payment required. Mail your check or money order to the Fund Office.
4. Timely self payments will be accepted until you return to Active Work covered by the Plan or until your leave of absence expires, but in no case more than 18 months following your loss of eligibility.

DEPENDENT ELIGIBILITY

Eligible dependents include your spouse and children only. The children covered are your biological children, stepchildren, or legally adopted children under the age of 19 who are: not married, not employed on a regular full time basis, and dependent on you for support. The Plan requires you to submit evidence of the dependents' eligibility status--a birth or adoption certificate for your child and a marriage license for your spouse.

Dependent Eligibility

Eligible dependents that are listed on the enrollment card will be eligible for benefits on the same date as the participant.

Adding Dependents

New eligible dependents can be included for benefit coverage by notifying the Fund Office and completing a new enrollment card. Your eligible spouse may be included for benefit coverage on the first day of the calendar month following the date of marriage. Biological children entitled to dependent coverage may be added at the date of birth. Legally adopted children may be added the first of the month following the date of adoption. Stepchildren may be added on the first of the month following your date of marriage. Participants having legal custody of children will be entitled to dependent coverage for those children beginning on the first of the month following six months after legal custody is awarded by the court. Please note that the *Board of Trustees* must approve--in advance--any application for coverage of children of whom a participant has legal custody. The participant must submit an affidavit each six months indicating that such legal custody remains in force.

ONLY ELIGIBLE DEPENDENTS LISTED ON THE MOST RECENT ENROLLMENT CARD WILL BE ENTITLED TO DEPENDENT BENEFIT COVERAGE.

Loss of Dependent Eligibility

Your dependents cease to be eligible for benefits when any of the following events occur:

1. The participant loses his or her own eligibility.
2. The dependent becomes eligible as an employee of a Participating Employer.
3. The dependent is a spouse and is divorced or legally separated from the participant, or the participant and spouse have lived apart for three or more years

4. The dependent is a child and
 - (a) it is the end of the calendar month in which the child has his or her 19th birthday;
 - (b) it is the end of the month in which the child begins regular full time employment;
 - (c) it is the end of the calendar year in which the child ceases to be dependent on the participant for support;
 - (d) it is the end of the month in which the child is married

Coverage of Dependent Children Over Age 19

Children of an eligible participant who will lose eligibility solely because of age may continue to be eligible for benefits, provided the children are enrolled as full time students in an accredited school. You must complete a student certification form and return it to the Fund Office before the end of the month in which the child reaches age 19 to continue coverage. Students will only be covered through the calendar year in which they become age 23.

Any unmarried child 19 or over who is incapable of self support because of a physical or mental disability that began before age 19 and is dependent upon the participant for support may continue to be covered as an eligible dependent for all dependent benefits offered by the plan. You must complete a disability certificate annually and return it to the Fund Office.

SUBROGATION: WHEN SOMEONE ELSE IS RESPONSIBLE

Are you entitled to payment for legal services from someone else? Because recovery from a third party can take so long (you may have to go to court), the Fund will pay your legal benefits (up to the limits of the Plan) based on the understanding that you are required to reimburse the Fund in-full from any third party recovery you receive. This process is call "subrogation."

Your acceptance of legal benefits from the Fund means that you have agreed to reimburse the Fund, to the extent of the benefits it has paid, from any settlement, judgment, insurance, or other payment that you or your attorney receive from a third party, regardless of how those payments are characterized.

If the responsible party is uncooperative, the Plan may take legal action to recover what it has paid. In that case, you are obligated to help us. You must never waive any rights covering any conditions under which you expect to receive payment. If you are asked to do so, contact the Fund Office right away.

Subrogation is a service to you providing for early payment of benefits. It also saves the Fund money (which saves you money, too) by making sure the responsible party pays for benefits.

CLAIMS FILING AND REVIEW PROCEDURE

Filing a Claim

Your claim is automatically made when you contact the participating attorney (provider)--there are no claim forms for Legal benefits.

Denial of a Claim

If your claim for legal service is denied, the provider will notify you in writing within 90 days of the day the claim is made, unless special circumstances require an extension of time for processing the claim. If such an extension is needed, the provider will give you written notice of the extension prior to the termination of the initial 90 day period. Such notice shall indicate the circumstances requiring an extension, and the date by which the provider expects to render the final decision on the claim. In no event shall such extension exceed a period of 90 days from the date of the initial 90 day period.

Review of a Denied Claim

If your claim is denied, you will receive a written notification. The denial will contain the following information so you will know the reason for the denial:

- a. the specific reason for the denial,
- b. reference to the provision of the plan document or Fund rule on which your denial is based,
- c. a description of additional materials you would need in order to "perfect" your claim, and
- d. the steps to take if you want to have your denied claim reviewed, and the amount of time you have in which to do this.
- e. your right to bring an action under ERISA if you decide to appeal and that appeal is denied.

Review of a Denied Claim

When your claim has been partially or wholly denied, you can appeal the denial and have the claim reviewed by the *Board of Trustees* of the Fund.

If you decide to appeal, you or your representative must make a written request for review within **60 days** from the date of the written notice of denial for that claim. You may include a written explanation of the issues and your comments on those issues with your request for review. You may examine all plan documents that have to do with those issues when you prepare your request for review.

You will receive, if you request it, reasonable access to and free copies of documents relevant to your claim. You may name a representative to act on your behalf. To do so, you must notify the Fund in writing of the representative's name, address, and telephone number. You may, at your own expense, have legal representation at any stage of these review procedures. Regardless of the outcome of the appeal, neither the *Board of Trustees* nor the Fund will be responsible for paying any legal expenses which you incur during the course of your appeal.

The *Board of Trustees*, in making its decisions on claims and on appeal, will apply the terms of the Plan document any applicable guidelines, rules and schedules, and will periodically verify that benefit determinations are made in accordance with such documents, and where appropriate, applied consistently with respect to similarly situation claimants.

Send your request for review (appeal) to:
Fund Office
911 Ridgebrook Road
Sparks, MD 21152-9451

When the *Board of Trustees* reviews your claim, it will take into account all information you submit in making its decision. The *Board of Trustees* will make its decision at the next regular meeting following receipt of your appeal unless there are special circumstances (such as the need to hold a hearing), in which case the *Board of Trustees* will decide the case at its second regular meeting. If you submit your appeal less than 30 days before the next scheduled *Board of Trustees* meeting, the *Board of Trustees* will decide the case at the second scheduled meeting, or, if there are special circumstances, the third meeting after it receives your appeal. If the *Board of Trustees* requires a postponement of the decision to the next meeting, you will be sent a notice describing the reason for the delay and an expected date of a decision.

The *Board of Trustees* will send you a notice of its decision within 5 days of the decision. If the *Board of Trustees* denies your appeal, the notice will contain the reasons for the decision, specific references to the Plan provisions on which the decision was based, notice that you may receive, upon request and free of charge, reasonable access to and copies of all documents and records relevant to the claim and a statement of your right to bring a lawsuit under ERISA.

The decision of the *Board of Trustees* is final and binding.

DEFINITIONS

ACTIVE WORK/ACTIVELY WORKING/ACTIVE AT WORK. Your attendance in-person at your usual and customary place of business (outside your residence), acting in the regular performance of the duties of your occupation for wages or profit.

ADMINISTRATIVE MANAGER. The company responsible for receiving *Participating Employer* contributions, keeping eligibility records, paying claims, and providing information to you about the Fund. The company is Associated Administrators, LLC and referred to as "the Fund Office" throughout this booklet.

COLLECTIVE BARGAINING AGREEMENT. The agreement or agreements between a *Participating Employer* and the United Food and Commercial Workers *Unions*, Local 27 or Local 400, which require contributions to this Fund.

EFFECTIVE/ELIGIBILITY DATE. According to the Eligibility Rules, the date on which coverage for a participant or dependent begins.

ERISA. The Employee Retirement Income Security Act of 1974, and regulations there under, as amended from time to time.

FUND OFFICE. The "Administrative Manager" of the Fund (as defined above) is also referred to as "the *Fund office*." Associated Administrators, LLC is the Administrative Manager for this Fund, and acts as the "*Fund office*."

PARTICIPATING EMPLOYER. An employer who is a party to a *Collective bargaining agreement* or other similar arrangement with the United Food and Commercial Workers *Unions*, Local 27 or Local 400, which requires contributions to this Fund.

TRUSTEES. Members of the *Board of Trustees* of the UFCW Unions and Contributing Employers Legal Benefits Fund.

UNION. The United Food and Commercial Workers International Union, Locals 400 and 27 or any successor by combination, consolidation, or merger, or any other local union affiliated with the United Food and Commercial Workers International that: a) has a *Collective Bargaining* or other Agreement with an employer requiring contributions to the trust establishing the UFCW Unions and Contributing Employers Legal Benefits Fund ("Trust"); b) has agreed in writing to participate in the Trust or has signed the Trust Agreement; and c) is accepted for participation in the Fund by the *Trustees*.

USERRA. The Uniformed Services Employment and Re-employment Rights Act of 1994 ("*USERRA*"), which provides for the continuation of benefits for participants and their eligible dependent(s) who are absent from work due to military service.

YOUR RIGHTS UNDER ERISA

As a participant eligible to receive legal benefits provided by the FELRA and UFCW Health and Welfare Fund, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, as amended (ERISA). The *Board of Trustees* complies fully with this law and encourages you to first seek assistance from the *Fund office* when you have questions or problems that involve the Fund.

ERISA provides that all participants are entitled to:

- Examine all Plan documents, including insurance contracts, Collective Bargaining Agreements, and copies of all documents filed by the Fund with the U.S. Department of Labor, such as detailed annual reports and Plan descriptions. Participants may examine these documents without charge at the *Fund office* and at other specified locations, such as Union halls and worksites where at least 50 Fund participants are employed.
- Obtain copies of all Plan documents and other Fund information upon written request to the *Fund office*. The Fund may make a reasonable charge for the copies.
- Receive a summary of the Fund's annual financial report. The Fund is required by law to furnish each participant with a copy of this summary annual report.
- File suit in a federal court, if any materials requested are not received within thirty (30) days of the Participant's request, unless the materials were not sent because of matters beyond the control of the Administrator. The court may require the Fund administrator to pay up to \$110 for each day's delay until the materials are received.

This Fund is maintained pursuant to Collective Bargaining Agreements. A copy of these documents may be obtained by participants and beneficiaries upon written request to the *Fund office*. The documents are also available for examination by participants and dependents at the *Fund office*.

In addition to creating rights for Fund participants, ERISA imposes duties upon the people responsible for the operation of the Fund. The people who operate your Fund, called fiduciaries, have a duty to do so prudently and in the interest of you and other Fund participants and beneficiaries. The Fund does not give you any right to continue in employment. However, no one, including your Participating Employer, your Union, or any other person, may fire you or discriminate against you in any way for the purpose of preventing you from

obtaining a benefit or exercising your rights under ERISA. If your claim for a benefit is denied in whole or in part, you must receive a written explanation of the reason for denial. You have the right to obtain copies of documents relating to the decision without charge, and to have the *Trustees* review and reconsider your claim.

Under ERISA, there are steps you can take to enforce these rights. For instance, if you request materials from the Fund and do not receive them within 30 days, you may file suit in a federal court. In such case, the court may require the Fund to provide the materials and pay you a fine until you receive them, unless the materials were not sent because of reasons beyond the control of the *Fund office*. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in the appropriate court. If Fund fiduciaries ever misuse the Fund'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 the 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--if it finds your claim is frivolous, for example.

If you have any questions about your Fund, you should contact the *Fund office*. If you have questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Fund Administrator, you should contact the nearest office of the Employee Benefits Security Administration ("EBSA"), 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 NW, 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.

CONTRIBUTING EMPLOYERS

Magruder, Inc. 981 Rollins Avenue Rockville, MD 20850	UFCW Union Local 400 4301 Garden City Drive Landover, MD 20785
Metropolitan Poultry 1920 Stanford Court Landover, MD 20785	Spectera P.O. Box 1459 MN008-8213 Minneapolis, MN 55440-1459
Prosten Associates 1555 Connecticut Avenue, NW Ste. 400 Washington, DC 20036	
Shoppers Food Warehouse 4600 Forbes Boulevard Lanham, MD 20706	

