



**SUMMARY PLAN DESCRIPTION**

**UNITE HERE**

**Local 25  
and**

**Hotel Association  
of Washington, D.C.**

**GROUP LEGAL SERVICES FUND**

**November 2018**

Dear Participant,

This Summary Plan Description shows the benefits offered by your Group Legal Services Fund as of January 2018.

The Group Legal Services Fund was established as a result of collective bargaining between your Union, UNITE HERE Local 25, and your employer. Your union and the participating employers each appoint an equal number of Trustees who together administer the Fund. They serve without compensation from the Fund. Their authority is established under the Trust Agreement establishing the Fund. This authority includes the right to make rules and regulations about your eligibility for benefits as well as the level of benefits available. The Trustees may amend the rules, regulations, and benefit levels at any time. If any significant changes are made, you will be notified within a reasonable time after such change.

This booklet is written to show you what benefits are available and how to receive these benefits. This booklet is designed to be understood by a Fund Participant. However, if there is a conflict between this booklet and the Group Legal Services Plan document (the "Plan"), the Plan document will control. Copies of the Plan document are available from the Administrative Manager (referred to in this booklet as the "Fund Office").

Please read this booklet and keep it in a safe place for future reference. If you have any questions about your Group Legal Services Fund, please call or write the Fund Office.

**Este libro contiene un resumen en ingles de sus derechos y beneficios en este Plan bajo el UNITE HERE Local 25 and Hotel Association of Washington, DC Group Legal Services Fund. Si tiene dificultad en entender cualquier parte de este libro, puede escribir a Associated Administrators LLC, 911 Ridgebrook Road, Sparks, MD 21152 el Administrador del Fund. Tambien puede llamar a la oficina del Administrador en Landover, Maryland al (301) 459-3020 or (800) 638-2972 para ayuda entre las horas del las 8:30 de la mañana hasta las 4:30 de la tarde, lunes a viernes.**

Sincerely,

Board of Trustees

# CONTENTS

Dear Participant .....	1
Facts about the Plan .....	3
Board of Trustees .....	5
Limit of Fund Liability .....	6
Eligibility Rules .....	7
Description of Legal Services .....	11
Exclusions from Coverage and Other Conditions .....	20
Claims Filing and Review Procedures .....	27
Your Rights under ERISA .....	29
Phone Numbers and Addresses .....	32

## **FACTS ABOUT THE PLAN**

**Name of Plan:**

Hotel and Restaurant Employees Local 25 and Hotel Association of Washington, DC Group Legal Services Fund

**Plan Sponsor:** Board of Trustees  
UNITE HERE Local 25 and Hotel Association  
of Washington, DC Group Legal Services Fund  
911 Ridgebrook Road  
Sparks, MD 21152  
Phone (301) 459-3020 or (800) 638-2972

**Employer Identification Number:** 36-6686313

**Plan Number:** 501

**Type of Plan:**

This Fund is a welfare plan maintained to provide legal benefits.

**Type of Administration:**

The Board of Trustees has contracted with Associated Administrators LLC for certain administrative services. Its address is:

**Associated Administrators, LLC**  
**911 Ridgebrook Road**  
**Sparks, MD 21152**  
**Phone: (301) 459-3020 or (800) 638-2972**

In addition, the Board of Trustees has contacted with Regan Associates, Chartered (referred to in this booklet as “Regan Associates” or the “provider”). Its address is:

The Law Offices of Regan Associates, Chartered  
1003 K Street, NW  
Third Floor  
Washington, DC 20001  
Phone: (202) 393-6000

**Name of Plan Administrator:**

Board of Trustees  
UNITE HERE Local 25 and Hotel Association  
of Washington, DC Group Legal Services Fund  
911 Ridgebrook Road  
Sparks, MD 21152  
Telephone: (301) 459-3020 or (800) 638-2972

**Agent for Service of Legal Process**

Service of legal process can be made in the name of Trustees at the address shown on page 3, or the Administrative Manager (Fund Office): Associated Administrators LLC, 911 Ridgebrook Road, Sparks, MD 21152.

**Contributions to the Plan**

The Fund is financed by contributions made by participating employers who are parties to collective bargaining agreements with UNITE HERE Local 25, AFL-CIO, or who have entered into a participation agreement with the Fund, that require such contributions. Upon written request to the Plan Administrator, you may receive information as to whether a particular employer participates in the Plan and, if so, the employer’s address.

Copies of the collective bargaining agreements are available for examination by participants and beneficiaries at the Fund Office, or a copy will be made available upon written request to the Fund Office.

**Funding Medium**

All assets are held in trust by the Board of Trustees. Fees are paid to the entity or entities which provide services to Fund Participants. A current Summary Annual Report gives details of the funding of Fund benefits and is available from the Fund Office.

**Plan Year**

The Fund’s fiscal year is the twelve-month period beginning January 1 and ending December 31.

## **BOARD OF TRUSTEES**

### **Union Trustees**

#### **John Boardman (Chairman)**

UNITE HERE Local No. 25  
901 K Street, NW  
Washington, DC 20001

#### **Linda Martin**

UNITE HERE Local No. 25  
901 K Street, NW  
Washington, DC 20001

#### **Stephanie Steer**

UNITE HERE Local No. 25  
901 K Street, NW  
Washington, DC 20001

### **Employer Trustees**

#### **Solomon Keene**

Hotel Association of  
Washington, DC  
1201 New York Avenue, NW  
Suite 601  
Washington, DC 20005-3917

#### **Charles Hill**

Embassy Suites-Washington  
Convention Center  
900 10<sup>th</sup> Street, NW  
Washington, DC 20001

#### **William Walsh**

Marriott Wardman Park Hotel  
2660 Woodley Road, NW  
Washington, DC 20001

## **LIMIT OF FUND LIABILITY**

Use of the legal services offered by the provider is the voluntary act of you or your dependent. The provider, Regan Associates, is an independent contractor, not an employee of the Fund. The Fund makes no representation regarding the quality of service from the provider and is not responsible for any acts of commission or omission of the provider in connection with Fund coverage. The provider is solely responsible for the services rendered.

You are encouraged to share your comments regarding Regan Associates, both favorable and unfavorable, with the Board of Trustees by writing or calling the Fund Office at:

Fund Office  
911 Ridgebrook Road  
Sparks, MD 21152  
(301) 459-3020  
(800) 638-2972

The Board of Trustees may select a new provider or additional providers from time to time, in its sole discretion.

## ELIGIBILITY RULES

### **Eligibility**

You are eligible to become covered by the Fund if you are employed by a Participating Employer and covered by the collective bargaining agreement between that Employer and the Union in a job classification that requires contributions to be made to this Fund on your behalf. See pages 25 & 26 for a list of Participating Employers.

### **Date of Coverage**

You will become covered by the Fund, and therefore eligible for the benefits described in this booklet, on the first day of the month following three consecutive months for which contributions of 60 or more hours per month have been made to the Fund on your behalf. The collective bargaining agreement between your Employer and the Union specifies when your Employer is obligated to begin paying contributions to this Fund on your behalf.

<u>Contributions of 60 or more hours Paid for each of the months of:</u>	<u>You become eligible on:</u>
January-February-March	April 1
February-March-April	May 1
March-April-May	June 1
April-May-June	July 1
May-June-July	August 1
June-July-August	September 1
July-August-September	October 1
August-September-October	November 1
September-October-November	December 1
October-November-December	January 1
November-December-January	February 1
December-January-February	March 1



## **Loss of Coverage**

A participant will cease to be eligible for benefits upon the earlier of

1. the date you terminate covered employment for any reason including quitting, death, or transfer to non-covered employment, other than lay-off or an approved leave of absence, or
2. the last day of the third consecutive month in which required contributions on your behalf fall below sixty (60) hours per month for any reason, including lay-off or leave of absence.

If a participant ceases to be eligible for coverage after the provider has begun providing legal services, the provider will continue to provide services as follows:

- a. If the participant terminated covered employment, the provider will continue to provide services on a pending matter for the 90-day period following the date on which the participant ceases to be eligible, or
- b. If the participant is on an approved leave of absence or if his/her termination of employment is the subject of pending arbitration, the provider will complete a pending matter provided that, in the event the participant on leave of absence terminates employment or the participant fails to return to work after the arbitrator's decision is rendered, the provider will continue to provide services on pending matters for 90 days from the date of termination or the date on which the arbitration award is issued.

The provider has no obligation to begin any new legal matters, or to start litigation on pending matters, for any participant after he or she has terminated covered employment.

## **Reinstatement of Coverage**

If your coverage terminates for any reason other than a layoff or approved leave of absence, your coverage will be reinstated on the first day of the month following three consecutive months for which contributions of 60 or more hours per month have been paid to the Fund on your behalf. Please refer to the section entitled "Date of Coverage" for further information.

If your coverage terminates because of a layoff or approved leave of absence, your coverage will be reinstated on the day you return to covered employment.

### **Dependent Eligibility**

The following individuals are also covered under the Plan as your dependents:

1. Your spouse. Your dependent domestic partner if permitted by the Trustees (see section below).
2. Your unmarried children from 14 days of age to 19 years of age who live with you and who are primarily dependent on you.
3. Your unmarried children 19 years of age or older, who are incapable of self-support because of a physical or mental disability which began before the child's attainment of age 19, and who are completely dependent on you. The Fund may require that a Disability Certificate be completed annually and filed with the Fund Office in order to document the child's continuing disability.
4. Student Coverage Rules: The eligibility for coverage of your unmarried child may be continued after the child's attainment of age 19 if the child is a full-time student in an accredited school or university upon the child's attainment of age 19. A student certification form must be completed and filed with the Fund Office before the child attains age 19 in order for coverage to be continued. Such continued eligibility will terminate on the earlier of the child's loss of status as a full-time student in an accredited school or university, or the last day of the calendar year during which the child attains age 23. Student coverage is continuation coverage only and applies only to children who were covered as dependent children prior to their attainment of age 19. A student dependent child cannot become eligible for coverage under the Plan if the child becomes a full-time student in an accredited school or university after attaining age 19.
5. The term "children" includes foster children, legally adopted children and stepchildren.

Dependents described above will become covered under the Fund on the same day on which you become covered. You must notify the

Fund Office of any new dependent(s), who will become covered as of the date of notification. The Fund may require you to submit evidence to prove the dependent's status.

### **Termination of Dependent Eligibility**

Coverage of a dependent will terminate on the earliest of the following dates:

1. The date on which your coverage terminates or you die.
2. The date on which the dependent becomes eligible under the Fund as an employee of a participating employer.
3. For your spouse: the date on which a spouse becomes divorced or legally separated from you.
4. Dependent children:
  - a. the last day of the calendar month during which the child attains age 19 (or age 23 under the Student Coverage Rules described above), or
  - b. the last day of the calendar month during which the child begins regular full-time employment, or ceases to be dependent on you, or becomes married.

### **Domestic Partners**

A domestic partner may be covered under the Plan only if the Trustees determine in their sole discretion that legal marriage would impose a significant economic hardship on you. Contact the Plan Administrator for details.

## **DESCRIPTION OF LEGAL SERVICES**

### **Location of Services and Appointment Scheduling**

All Fund benefits will be provided to participants and their eligible dependents throughout the District of Columbia and the States of Maryland and Virginia by Regan Associates, or its cooperating attorneys. Outside of the District of Columbia and the States of Maryland and Virginia (but within the continental United States or Puerto Rico), all Plan benefits except those listed under criminal and immigration coverage will be provided to participants and their eligible dependents by Regan Associates or its cooperating attorneys, up to a maximum of \$1,000 of legal services per matter.

Legal services will generally be performed at the office of the provider at:

Regan Associates  
Suite 300  
1003 K Street. NW  
Washington, DC 20001  
(202) 393-6000

The office will be open from 9:00 a.m. to 5:00 p.m. on Monday through Friday except recognized holidays. The provider will make every reasonable effort to accommodate Spanish speaking participants. In addition, the provider will ensure that weekend and evening hours will be made available at your convenience when necessary. A 24-hour emergency "hot line" is also available by calling the number set forth above.

In scheduling an appointment, Regan Associates will offer you at least one choice of day and hour (during office hours) within a period of not longer than two (2) weeks after the date on which you call for an appointment. If Regan Associates fails to comply with these scheduling requirements, please notify the Fund Office.

## **Summary of Benefits**

This Plan provides for legal representation and advice in the following areas (described in the following pages), but only if none of the exclusions, exceptions, and limitations described on pages 17-20 apply:

1. General
2. Wills and Estate Planning
3. Real Estate and Landlord/Tenant
4. Probate and Estate Administration Matters
5. Domestic and Family Matters
6. Administrative Law Matters
7. Contracts and Consumer Matters
8. Motor Vehicle and Traffic Matters
9. Personal Injury and Property Damage Claims
10. Criminal Matters
11. Immigration Matters

## **Detailed Description of Benefits**

Upon your request, you and your dependents (referred to as “participants”) will be provided with the following benefits:

### **1. General**

Advice and Consultation: Each participant will receive as much advice and consultation during the year as is required to meet the participant’s legal needs.

Legal Document Review: Each participant will receive an unlimited number of consultations for the purpose of reviewing and revising legal documents not incident to litigation.

Preparation of Simple Legal Documents: Each participant is entitled to the preparation of an unlimited number of simple legal documents that are not incident to litigation, such as general powers of attorney, limited powers of attorney, bills of sale, affidavits, etc.

Notary Service: Each participant shall have the use of Notary Public for the jurisdiction in which Regan Associates maintains an office.

Twenty-four Hour Hotline: A 24-hour telephone service will be maintained to provide legal advice to participants in the event of legal emergency. The number is (202) 393-6000.

## **2. Wills**

Simple or Complex Wills: Regan Associates will provide the participant with a will.

Codicils: Regan Associates will review the participant's will and prepare necessary changes thereto.

Living Wills: Regan Associates will provide the participant with a living will. In a living will, a participant can state to what extent he or she wishes to have medical care in the event the participant becomes ill and is unable to make such a decision.

Health Care Proxy: Regan Associates will provide the participant with health care directives that will allow Participants to name another individual who can make healthcare decisions in the event that the participant becomes ill and is unable to make these decisions.

Power of Attorney: Regan Associates will provide the participant with assistance preparing a Power of Attorney document that gives another person the right to make certain decisions on behalf of the participant if he/she becomes physically or mentally unable to make them for himself/herself.

## **3. Real Estate and Landlord/Tenant**

Consultation and Negotiation of Tenant and Lease Issues: Participants will be advised and represented in matters involving their tenancy.

Tenant Court Appearance: Regan Associates will represent a participant in landlord/tenant court, in actions for possession of a dwelling, rental unit and/or the violation of any lease provisions

related to the participant's tenancy. These services include representation of participants as tenants regarding an increase in rent before local conciliation and appeals bureaus that maintain jurisdiction over rental increase with respect to dwelling units. These services will not include suits on behalf of a participant managing a rental property for profit. See the "Exclusions and Other Conditions" on pages 17-20.

Real Estate Closing (for Seller or Purchaser): Regan Associates will represent participants in the sale or purchase of a participant's primary residence. Services may include the review of real estate sales contracts and attendance at closings. Services do not include title searches and title insurance costs.

Mortgage Foreclosure: Regan Associates will represent participants in any mortgage foreclosure action against the participant that involves the participant's primary residence.

Post-closing Disputes: Regan Associates will represent participants in post-closing disputes regarding sale or purchase of their primary residence.

Zoning Violation: Regan Associates will represent participants in zoning violation matters involving a participant's primary residence.

Property Owner Covenants: Regan Associates will represent participants in connection with charges involving violations of any by-laws, covenants or agreements incident to the ownership of his or her primary residence.

#### **4. Probate and Administration of Estates**

Conservatorship: Regan Associates will represent participants in filing an application for conservatorship for relatives of the participant.

Estate Administration: Regan Associates will represent participants regarding appointment as administrator of an estate for which no formal probate proceedings are required.

Probate of Estate: Regan Associates will represent participants named as the administrator of an estate or eligible to be administrators because of their relationship to the decedent.

Contested Will Litigation: Regan Associates will represent participants up to and including trial in contested will actions.

## **5. Domestic and Family Matters**

Note: No coverage is provided to a covered dependent in disputes between a participant and his/her covered dependents. See the “Exclusions and Other Conditions” starting on page 20.

Divorce or Annulment: Regan Associates will represent participants in divorce and annulment actions, regardless of whether the matter is contested or uncontested.

Support Actions: Regan Associates will represent participants in prosecution or defense actions to increase, reduce, modify, or terminate spousal or child support.

Ante-Nuptial and Property Settlement Agreements: Regan Associates will represent participants regarding the negotiation, preparation, or execution of ante-nuptial or property settlement agreements.

Adoptions: Regan Associates will represent participants in both contested and uncontested domestic adoption proceedings.

Guardianship: Regan Associates will represent participants as petitioners in guardianship proceedings.

Name Change: Regan Associates will represent participants in petitions to have their names legally changed by a court of competent jurisdiction.

Paternity: Regan Associates will represent participants in prosecution or defense of any action to establish paternity in which a participant is named as a party.



Birth Certificate: Regan Associates will assist where necessary to establish, obtain information about, move for changes on, or establish the existence of a birth certificate.

Child Neglect: Regan Associates will represent participants in child neglect, abuse or abandonment actions in which a participant may be a named respondent.

Custody Actions: Regan Associates will represent participants in the prosecution or defense of actions to secure or terminate custody of minor children.

Visitation Actions: Regan Associates will prosecute or defend actions on behalf of participants to establish, modify or terminate visitation rights with their minor children.

Juvenile Court Proceedings: Regan Associates will represent participants in any delinquency or youth offender proceedings.

Peace and Protective Orders: Regan Associates will represent participants in the prosecution or defense of an action to secure a peace or protective order, either on behalf of or against the participant.

## **6. Administrative Matters**

Social Security Applications, Reconsiderations and Appeals: Regan Associates will assist a participant in the preparation of all Social Security benefit application and reconsideration requests to a participant's potential benefits under programs administered by the Social Security Administration. Representation will be provided to the participant in any Social Security appeal hearing incident to an initial determination adverse to the interest of the participant.

Veteran's Benefits: Regan Associates will assist a participant in the preparation of a Veteran's Benefit application and represent a participant in any appeal from the denial of Veteran's Benefits.

## **7. Contracts and Consumer Matters (Purchase and Sale of Goods and Services)**

Bankruptcy: Regan Associates will represent participants in filing a bankruptcy petition under Chapter 7 of the Code and/or where appropriate a debt reorganization plan under Chapter 13 of the Bankruptcy Code.

Garnishment: Regan Associates will represent participants in garnishment proceedings.

Consumer Contracts: Regan Associates will represent participants in disputes regarding consumer contracts for the purchase or sale of goods and services where the amount in controversy exceeds \$250.00.

Medical Insurance Claims: Regan Associates will provide representation in claims by a participant for medical insurance benefits where the amount in controversy exceeds \$250.00.

Collection and Defense of Personal Debts: Regan Associates will represent participants in actions for or against the participant to collect personal debts when the amount in controversy exceeds \$250.00.

## **8. Motor Vehicle and Traffic Matters**

Court and Department of Motor Vehicle Proceedings: Regan Associates will represent participants in connection with charges that may result in suspension, limitation, or revocation of driving privileges and/or incarceration including driving while intoxicated, reckless operation, operating under suspension or revocation and leaving the scene of an accident.

## **9. Personal Injury and Property Damage**

Reduced Cost Contingent Fee Cases: Regan Associates will represent participants in legal matters for which counsel is normally available under contingency fee agreements with fees that are lower than those customarily offered. These matters may include personal injury plaintiff lawsuits and other suits for damages on behalf of participants. Regan Associates may require as its fee a maximum of twenty-five percent (25%) of any recovery obtained by the participant either through settlement or trial. In the event that there is no recovery on the claim by the participant, Regan Associates will not charge any legal fees.

In the event that a participant selects Regan Associates for representation in a contingent fee case, the participant shall pay or reimburse Regan Associates for costs incurred in such representation, including, but not limited to court costs, police and medical reports and depositions.

Plaintiff Property Damage Claims: Regan Associates will represent participants in the prosecution of property damage claims when monetary damages are above \$250.00.

Insurance Claims Assistance: Regan Associates will represent participants with insurance claims in excess of \$250.00.

Defense of Liability Actions: Regan Associates will represent participants in defending any matter in which representation is not provided by their insurance carrier, the claim is in excess of the insurance coverage, or the participant is without liability insurance coverage for the claim.

## **10. Criminal Matters**

Misdemeanor Defense: Regan Associates will represent participants in connection with any misdemeanor charge brought against a participant in the Superior Court of the District of Columbia, or the state courts of Maryland or Virginia.

Felony Defense: Regan Associates will represent participants in defending any felony charge brought against a participant in the Superior Court of the District of Columbia, or the state courts of Maryland or Virginia.

## **11. Immigration Matters**

Visa Petition: Regan Associates will represent participants in the preparation of the participant's visa petition before the U.S. Citizenship and Immigration Services.

Naturalization Application: Regan Associates will represent participants in filing his or her naturalization application with the U.S. Citizenship and Immigration Services.

Deportation Hearing: Regan Associates will represent participants in connection with any notice that may result in the participant's deportation.

Miscellaneous Hearings: Regan Associates will represent participants in any matter or hearing incident to the participant's immigration status before the U.S. Citizenship and Immigration Services.

## **EXCLUSIONS FROM COVERAGE** **AND OTHER CONDITIONS**

Notwithstanding any other provisions of this Plan booklet:

1. Legal representation will not be provided for the following matters:
  - a. any matter arising out of a trade, business, occupation or profession of a participant or eligible dependent, including, but not limited to, a second job, management or ownership of a business, or the employment of a covered relative;
  - b. any matter arising out of the participant's or eligible dependent's ownership or management of a rental property or out of the production or collection of income by a participant or eligible dependent, but this exclusion does not apply to the following:
    - representation in connection with obtaining, increasing or collecting under a decree of divorce (or payments in lieu of alimony) or a division or re-division of community property (if applicable);
    - representation of a participant or eligible dependent as an heir or legatee of a decedent, as a beneficiary under a testamentary trust or in protecting or asserting rights to property of a decedent; or
    - representation with respect to a participant's or eligible dependent's claim for damages, other than compensatory damages, for personal injury;
  - c. real estate matters other than those related to the participant's or eligible dependent's personal residence;
  - d. participation in class action or as amicus curiae, unless Regan Associates determines that services under the Plan will more appropriately be provided via a class action or amicus curiae, and the decision is approved by the Board of Trustees;
  - e. any matter that is frivolous, without merit or brought for the purpose of harassment;
  - f. patents and copyright matters;

- g. preparation of Federal or State tax returns or representation in any administrative or judicial tax proceeding;
- h. disputes involving any contributing employer, union, labor committee, or other employee organization, or their officers and agents, including, but not limited to labor disputes and Workers' Compensation matters;
- i. disputes involving any employee benefit plan in which an employer, union, or employee organization participates, or a provider of services to such a plan;
- j. disputes involving the Trust or the legal services Plan, including questions as to whether legal services are available;
- k. matters where legal services are available to the participant or eligible dependent free of charge or in which an insurance company is obligated to provide legal counsel, litigation involving a governmental agency or legal matters in which the participant or eligible dependent is entitled to legal representation by an employer or other third party; provided, however, this exclusion shall not be interpreted to preclude representation where a participant or eligible dependent is eligible for free legal representation because of his financial circumstances;
- l. disputes between two or more individuals who are participants covered under this Legal Services Plan or otherwise covered under a collective bargaining agreement with the Union; coverage for dependents is not available in those matters where the interests of the employee and his or her eligible dependent(s) are, or may reasonably be deemed by the provider to be opposed or in conflict;
- m. matters primarily involving the legal interest of individuals other than the employee including participant's spouse and dependents unless otherwise provided by the Plan;
- n. appellate court representation unless otherwise provided by the legal services Plan;
- o. national coverage is not available with respect to any immigration or criminal matters;
- p. any matter in which the participant or eligible dependent files or causes to be filed an action or pleading in court that Regan Associates did not direct or advise to be filed;

- q. any matter in which the participant or eligible dependent was represented in an active lawsuit by another law firm prior to the participant's coverage by this legal services Plan and where in the reasonable opinion of Regan Associates the case is without merit; or
  - r. Any matter before any United States district court.
2. No legal representation will be provided in the following circumstances: (A) A judicial or administrative proceeding involving any individual or entity described below as an adverse party, (B) a criminal proceeding involving the person or property of any individual or entity described below, or (C) a criminal proceeding in which a representative of any individual or entity set forth below is expected to serve as a material adverse witness:
    - (1) Any participating employer (or any of its employees or agents) which is party to a collective bargaining agreement with the Union or any officer or agent of any such employer;
    - (2) A plan of any such employer or agent thereof;
    - (3) Any employer as to which the Union is the recognized collective bargaining representative of a unit of its employees pursuant to the provisions of 29 U.S.C. § 159(a).
    - (4) The Union or any employee, officer or agent of the Union or any other labor organization or any employee, officer or agent of such labor organization;
    - (5) The Fund or its employees, agents, service providers and administrator;
    - (6) Any health, welfare, or other pension, or employee benefits plan in which the Union or any other labor union participates or has an interest; or
    - (7) The Local 25 Credit Union and/or its employees.
  3. Legal representation will not be provided in any matter where representation of the participant or eligible dependent would be prohibited by the Rules of Professional Conduct.
  4. Legal representation will not be provided in any matter not specifically included in the Summary of Benefits.

5. The following rules will apply in matters involving more than one participant or eligible dependent:
  - a. Where the provider is already representing a participant or eligible dependent as a co-defendant in a criminal matter and a second participant or eligible dependent seeks representation as a co-defendant in such matter, the second participant or eligible dependent shall not be entitled to legal representation in such matter.
  - b. Where two participants or eligible dependents seek representation at the same time as criminal co-defendants, the provider will represent the participant or eligible dependent who has been covered by the Fund for a longer continuous period and the other participant or eligible dependent will not be entitled to legal representation in such matter.
  - c. Where the provider is already representing a participant or eligible dependent in a criminal matter and a second participant or eligible dependent is compelled to be a witness against such other participant or eligible dependent, the second participant or eligible dependent shall not be entitled to legal representation in such matter.
  - d. Where two participants or eligible dependents seek representation at the same time in a criminal matter in which one participant or eligible dependent is compelled to be a witness against the other participant or eligible dependent, the provider will represent the participant or eligible dependent who has been covered by the Fund for a longer continuous period and the other participant or eligible dependent will not be entitled to legal representation in this matter.

In the event that a participant or eligible dependent has a legal matter not specifically included in the benefit provisions above and not excluded by this section, the participant or eligible dependent may be eligible for legal services from Regan Associates for said matter at the rate of one hundred dollars (\$100.00) per hour, or alternative fee arrangement.



In any instances of conflict between the provisions of benefit coverage and the provisions of this list of exclusions, the provisions of this list of exclusions shall control.

### **Required Payments**

The Fund shall provide no coverage whatsoever for the payment of any fines, penalties, taxes or judgments or any money awards of any nature.

### **Surcharges**

The types of legal services which will involve the payment of a surcharge by participants or eligible dependents and the amount of such surcharges are set forth below:

1. Personal Injury: Regan Associates will provide representation in matters of personal injury and negligence cases in which the participant or eligible dependent is the plaintiff subject to a twenty-five percent (25%) contingency fee to be deducted from any recovery whether gained prior to or following filing of suit or following litigation thereof.
2. Appeals: Services will be provided at the rate of \$100.00 per hour or alternative fee arrangement.
3. Estates: Where one or more participants or eligible dependents are the sole beneficiary(ies) of the estate, legal services shall be provided at no charge to the estate. Where a non-participant has a right to a portion of the estate, the provider may charge a reasonable hourly fee up to the customary rate to the estate. The provider shall reimburse the participant or eligible dependent his or her allocated attorney fees based on his or her percentage of the estate.

### **Additional Costs**

The costs and expenses incident to or part of any action, proceeding, hearing, or investigation regarding the representation of a participant or eligible dependent are not covered by the Fund. Costs and expenses shall include, but shall not be limited to, the following:

1. Filing fees
2. Deposition costs

3. Stenographic fees
4. Title searches and land surveys
5. Photographs
6. Bond Premiums
7. Recording Fees
8. Service of Process Fees
9. Witness fees
10. Medical and scientific examination reports
11. Other test reports
12. Investigation fees in non-criminal cases where private investigators are necessary; and
13. Cost of preparation of documents in regard to a purchase or sale of real property where said documents are not prepared by Regan Associates.
14. Travel, including reasonable out-of-pocket expenses for meals and lodging, when necessary for representation in matters more than 60 miles from Washington, DC.

### **Fund's Right to Recover Attorneys' Fees and Costs**

The Fund shall be subrogated to all rights of a participant or eligible dependent to recover attorneys' fees and cost against any person or entity and the participant or eligible dependent is required to cooperate in pursuing recovery of attorneys' fees and cost where the provider determines that fees should be pursued. Any fees or costs recovered will be applied in the following order:

- First, to the fees and costs required to obtain and compel payment of such fees and costs by another party (but not fees and costs relating to the underlying dispute);
- Second, to reimburse the participant or eligible dependent for fees and cost paid in accordance with "additional costs" listed above; and
- Third, to the Fund.

## **CLAIMS FILING AND REVIEW PROCEDURES**

### **Initial Claim for Benefits**

Initial benefit requests should be made by calling Regan Associates for an appointment, at (202) 393-6000. If you do not receive the benefit to which you believe you are entitled, a written claim should be made directly to Regan Associates at Suite 300, 1003 K Street, NW, Washington, DC 20001. Regan Associates will respond to your claim within 60 days and will send a copy of your claim and its response to the Trustees.

### **Review of Denied Claim**

1. Right to Appeal

Where a claim has been denied or partly denied by the provider, you may appeal the denial to the Board of Trustees and have the decision reviewed by the Board.

2. Review Procedure

If you wish to appeal, you or your representative must make a written request for review to the Board of Trustees within 60 days after you receive written notice from the provider that your claim has been denied. With any request for review, include the reasons why you do not agree with the denial, your Social Security Number, and any additional documents, information, or comments. You may examine all Plan documents that have to do with those issues when you prepare your request for review.

3. Decision Maker on Review

You should submit your request to the following address:

**Board of Trustees**

UNITE HERE Local 25 and Hotel Association of Washington, DC  
Group Legal Services Fund  
911 Ridgebrook Road  
Sparks, MD 21152  
Telephone: (301) 459-3020 or (800) 638-2972

4. Time of Decision

The Board of Trustees will review an appeal at its next scheduled meeting, unless the appeal is filed less than 30 days before the meeting. In such event it will be reviewed at the following meeting (but in any case, within 60 days). If special circumstances require a further period of time for processing, you will be notified, but the decision will be made no later than the third meeting following receipt of the appeal. The written decision will explain the reasons for the decision and will refer to the provisions of the Plan of benefits on which it is based. If for any reason, you do not receive a written decision within the time limits just described, you may assume that your claim has been denied on review.

**ADMENDMENTS TO THE PLAN**

The Trustees reserve the right to amend, modify or discontinue all or part of the Fund or Plan in their sole and absolute discretion, whenever, in their judgment, conditions so warrant, consistent with the applicable collective bargaining agreements.

## **YOUR RIGHTS UNDER ERISA**

As a participant, you have certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA).

ERISA provides that all participants are entitled to:

- Examine, without charge, at the Fund Office and at other specified locations, such as worksites where at least 50 plan participants work and union halls, all Plan documents including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Fund 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 insurance contracts and collective bargaining agreements, and the latest annual report (Form 5500 Series) and updated summary plan description. The Fund Office may make a reasonable charge for such copies.
- Obtain a summary of the Fund's annual financial report and certain actuarial, financial or funding information of the Plan.

### **Prudent Actions by Plan Fiduciaries**

In addition to creating rights for Plan participants, ERISA imposes duties upon the people responsible for the operation of the Plan. The people who operate your Plan, called fiduciaries, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. The Plan 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.

### **Enforce Your Rights**

If your claim for a pension benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps you can take to enforce the above rights:

- If you request a copy of the Plan documents or the latest annual report from the Fund and do not receive them within 30 days, you may file suit in a federal court. 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 Plan Administrator.
- 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 you disagree with the Plan's decision or lack thereof concerning the qualified status of a medical child support order, you may file suit in federal court.
- If Plan fiduciaries ever 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 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.

### **Assistance with Your Questions**

If you have any questions about your Plan, you should contact the Fund Office. Should you have questions about this statement or about your rights under ERISA, you should contact the nearest area 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 NW, Washington, DC 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publication hotline of the Employee Benefits Security Administration or by visiting the Department of Labor's website: <http://www.dol.gov>.

## **PHONE NUMBERS AND ADDRESSES**

### **Provider of Legal Services:**

Regan Associates, Chartered  
Suite 300  
1003 K Street, NW  
Washington, DC 20001  
(202) 393-6000

### **Fund Office:**

Washington, DC area: (301) 459-3020  
All other areas: (800) 638-2972

### **Write:**

UNITE HERE Local 25 and Hotel Association of Washington, DC  
Group Legal Services Fund  
911 Ridgebrook Road  
Sparks, MD 21152  
(301) 459-3020  
(800) 638-2972



