

## **LEGAL SERVICES BENEFIT**

### **New York State Residents**

This section includes the following:

- Benefit Description
- Exclusions
- Filing Procedure

#### **Benefit Description:**

The legal services covered by the Plan are limited to those which can be provided by lawyers admitted to practice in the state of New York. The law firm of Pryor Cashman LLP, 7 Times Square, New York, New York 10036, has been retained for the purpose of providing the legal services benefit, and all matters will be handled confidentially on an attorney-client basis. Reference to a covered member's dependents means those spouses who qualify as dependents under the Internal Revenue Code, and domestic partners recognized by an appropriate governmental agency to be eligible to receive domestic partner benefits. Each covered member is responsible for reimbursing the law firm directly for expenses (e.g., filing fees, photocopies, transportation, etc.) for services performed on behalf of the member or his/her spouse or domestic partner. No expense over \$75 will be incurred without the member's prior knowledge and approval. The law firm will require payment of an advance against disbursements for expenses and legal fees of up to \$10,000 for all matters where fees are not capped or part of the two (2) hours at no charge. , as indicated below. Any unused portion of an advance retainer payment will be returned at the conclusion of representation. On matters where the fee is a fixed amount, as indicated below, full payment will be due at the initial consultation and before the commencement of work on such matter. Any member whose account is not paid in a timely manner will not be entitled to further representation under the Plan. References to member mean the covered person who is eligible for the Legal Service Benefit and through whom the benefits flow.

Legal services will be available at the fees indicated hereafter to covered members and, where specifically indicated, their spouse or domestic partner for the following matters:

REAL ESTATE:

The purchase, sale or financing of a private or two-family residence owned by a covered member individually or jointly with another family relative and used as the member's primary residence is covered at a fee of \$575; in the event of a second purchase, sale or financing within two years of the closing of the first transaction under the Plan, a fee of \$650 will be payable; for a third or subsequent transaction within two years of the closing of the first transaction under the Plan, a fee of \$775 per transaction will be payable. For example, a member selling one residence and purchasing another any time within two years of the closing of sale would pay a fee of \$575 for the first transaction and \$650 for the second transaction. In addition, an advance of \$150 shall be due for each transaction to cover anticipated expenses and any amount not utilized will be returned. If expenses exceed that amount, they will be separately billed.

MATRIMONIAL:

An uncontested divorce involving a covered member for a fixed fee of \$750, plus expenses. A divorce will not be considered "uncontested" if the parties require the negotiation or settlement of a separation agreement or the negotiation of alimony, child support or custody and will be covered under GENERAL CONSULTATION/ REPRESENTATION below (two (2) hours at no charge and then fifty (50) hours at reduced hourly rate of \$200).

ADOPTION:

An uncontested adoption, where a covered member is an adoptive parent for a fixed fee of \$750, plus expenses.

NAME CHANGE:

A change of name of a covered member, spouse/domestic partner or dependent for a fixed fee of \$750, plus expenses.

CRIMINAL DEFENSE: Defense in a criminal prosecution, up to and through the point of arraignment, for a covered member, spouse or domestic partner for a fixed fee of \$750, plus expenses.

GENERAL

CONSULTATION/

REPRESENTATION: In each Plan Year, a covered member will be entitled to two (2) hours of general consultation (without charge to the participant) or other legal services on behalf of a covered member, spouse or domestic partner concerning any legal matter or matters and up to fifty (50) additional hours at a reduced hourly rate of \$200 (payable by the covered member). The total two (2) hours at no charge and up to fifty (50) additional hours at the reduced hourly rate of \$200 is the maximum yearly benefit, whether incurred on a single matter or multiple matters. If a matter is ongoing (and continues into the next Plan Year) and additional hours have been billed, the two hours at no charge will reset and may be applied to hours incurred in the subsequent Plan Year. The fifty hours at \$200/hour will not reset or otherwise be extended after they have been used on such matter. Upon the exhaustion of these hours, the member may, at his or her option, retain the firm at its regular hourly rates, which will be discounted by 20%, or obtain other counsel. This section does not apply to matters covered under the Plan on a fixed fee basis or otherwise as provided below.

STATE LICENSE

PROCEEDINGS: Representation of a covered member in a proceeding initiated by a New York State administrative agency which may result in the suspension or revocation of the member's

license at a reduced hourly rate of \$200 (payable by the covered member) for up to fifty (50) hours (not including the initial two hours without charge if not already used during the Plan Year). If the State License Proceeding is ongoing (and continues into the next Plan Year) and additional hours have been billed, the two hours at no charge and fifty hours at \$200/hour will reset and may be applied to hours incurred in that matter in the subsequent plan year. This is separate and distinct from GENERAL CONSULTATION/ REPRESENTATION above.

## ESTATE

### ADMINISTRATION:

In each Plan Year, probate of an uncontested estate of a member or his/her spouse or domestic partner, parents, children or grandparents, and/or the processing of a claim pertaining to an estate on behalf of a covered member and/or spouse or domestic partner, including five (5) hours of service without charge to the member and up to twenty-five (25) additional hours at a reduced hourly rate of \$200 (payable by the covered member or his or her estate).

### ESTATE PLANNING:

Drafting and settlement of a will or codicil (and any amendment to a will), including power of attorney, living wills and health care proxies for a covered member, spouse or domestic partner at a single charge of \$450 to the member; an \$800 fee covers services for both the eligible member and spouse or domestic partner, provided that the estate planning and preparation and execution of the wills are undertaken concurrently. In the case of complex estate planning, documents other than the will or codicil, power of attorney and health care proxy, such as an insurance trust or other trust documents related to estate planning,

will be prepared for an additional charge of \$300 per document. If the Estate Planning includes a real estate transfer, the fee for preparation of the documents necessary to effect such transfer will be \$575, as noted under REAL ESTATE above for a real estate transaction under the Plan.

PERSONAL INJURY: Personal injury and property damage actions on behalf of a covered member and his/her dependents at a contingency fee of 25% of any recovery. The legal service provider reserves the right to reject proceeding on a contingency fee basis.

Exclusions:

The following matters are not covered under this Plan:

- Matters involving controversy or a conflict with the City of New York, New York City Health + Hospitals, or the New York City Transit Authority, or any other employer covered under a Doctors Council contract, or otherwise arising out of employment under a Doctors Council contract, except for a proceeding initiated by a State administrative agency which may result in the suspension or revocation of a member's license to practice;
- Legal services required in any matter not specifically stated above over the specified hours covered under the Plan. Upon the exhaustion of those hours, the member may, at his or her option, retain the firm at its regular rates or obtain other counsel; and
- Representation of an individual otherwise eligible for the Plan who is not current on his/her payments to the law firm. The law firm reserves the right to withdraw from representation on pending matters when an individual is not current on his/her payments to the firm, subject to meeting the legal and ethical requirements of doing so. In the event a member has failed to pay any fees or expenses due within thirty (30) calendar days of billing, the member's entitlement to additional services under this Benefit will be suspended until the amount due has been paid in full. Any fee dispute will be subject to resolution by arbitration before the American Arbitration Association under its applicable rules, which shall be the exclusive means of settling any such dispute, except as otherwise required by New York law or regulation.

Filing Procedure:

You must call the Plan Office directly at (212) 532-7690. The Plan Office will then determine whether you are eligible and advise the law firm accordingly or send you the appropriate reimbursement forms if you participate in the out-of-state Legal Services Plan (LSP). If you participate in the in-state LSP the Plan employee will not ask you about the nature of the matter. Do not call the lawyer's office. They can provide no services until they receive certification from the Plan Office indicating that you are covered.

## **LEGAL SERVICE BENEFIT**

### Out-of-State Residents

This section includes the following:

- Benefit Description
- Filing Procedure
- Filing Deadline

#### Benefit Description:

Members who reside outside of the State of New York will be enrolled in the Out-of-State Legal Services Plan (LSP) unless they express their wishes in writing to join the In-State Legal Services Plan. In order to choose the In-State LSP, a member must notify the Plan Office in writing prior to the beginning of the Plan Year that he/she wishes to be a participant in the In-State LSP for the coming year. The member will remain in the in-state LSP until further notice to the Plan office in writing, prior to the commencement of any Plan Year, that the member wishes to return to the out-of-state LSP.. In order to be covered for the out-of-state LSP a member must have his/her primary residence outside of the State of New York.

The out-of-state LSP provides up to \$600 reimbursement for fees paid for either the preparation of a will for the member or spouse/domestic partner OR a real estate closing (restricted to personal residence of the member or spouse/domestic partner) or the refinancing of a mortgage once each Plan Year. Claim forms can be obtained by contacting the Plan office. By participating in the in-state LSP, members forego participation in the out-of-state LSP. MEMBERS OF THE OUT-OF-STATE LSP ARE NOT ENTITLED TO THE SERVICES OF THE IN-STATE LSP.

#### Filing Procedure:

You must call the Plan Office directly at (212) 532-7690. The Plan Office will then determine whether you are eligible and send you the appropriate reimbursement forms to participate in the out-of-state LSP.

#### Filing Deadline:

Claims postmarked more than one (1) year (365 calendar days) after the date service is rendered will not be considered for payment.