

**LEGAL FUND
OF
HOTEL AND RESTAURANT
EMPLOYEES
OF
LOS ANGELES**



**LEGAL PLAN and
SUMMARY PLAN DESCRIPTION**

June 1, 2017

ADMINISTRATIVE OFFICES OF THE FUND
Benefit Programs Administration
1200 Wilshire Blvd., 5th Floor
Los Angeles, CA 90017
www.lahotelretirementfund.org

A MESSAGE FROM:
THE TRUSTEES OF THE
LEGAL FUND OF HOTEL AND RESTAURANT
EMPLOYEES OF LOS ANGELES

June 1, 2017

Greetings:

We are pleased to provide you with this booklet summarizing the features of the Legal Fund of Hotel and Restaurant Employees of Los Angeles. This Fund was established on April 1, 1989. It is designed to provide you with the services of a lawyer for a wide variety of legal problems.

In the pages that follow, you will find a description of the benefits available to you and your dependents, the rules covering eligibility for the benefits, and the procedures that should be followed to obtain the benefits. Please read this booklet carefully so you can become familiar with the benefits the Fund provides. Be sure to show it to your family too. It's important that they be aware of these benefits, because the Fund also covers them.

This Plan is maintained for your benefit. If at any time you have questions about the Plan, this booklet, or your status under the Plan, you should call the Administrative Office.

Sincerely,

THE BOARD OF TRUSTEES

AUTHORIZED SOURCES OF INFORMATION

The only authorized sources of information are this Plan document and benefit booklet, booklet inserts, if any, the Trust Agreement, and the written statements of the Administrative Office. Statements or representations made by individuals other than those designated personnel are not authorized sources of information. No Employer or Union, nor any representative of any Employer or Union, is authorized to interpret the Plan on behalf of the Board, nor can such person act as an agent of the Board of Trustees. Questions as to eligibility, benefits and other matters should be submitted to the Administrative Office.

PLAN AMENDMENTS AND INTERPRETATION

The Plan described in this booklet may be amended in writing by the Board of Trustees. Only the Board is authorized to interpret the Plan described in this booklet. The Board has discretion to interpret the Plan, and its interpretation of the Plan described in this booklet shall be final and binding on all parties. All rights to benefits shall be determined in accordance with the Plan as interpreted by the Board of Trustees.

Subject to the provisions of the Collective Bargaining Agreements, the Trustees reserve the right to amend, modify or discontinue all or part of this Plan whenever, in their judgment, conditions so warrant.

This document is printed in both the English and Spanish languages. In the event of a conflict between the English and Spanish versions, the English language version will govern.

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SECTION - I.

GENERAL DEFINITIONS

Whenever the following terms are used with initial letters capitalized, they shall have the meaning specified below unless the context clearly indicates to the contrary.

1. **Administrative Office:** The Administrative Office of the Fund located at 1200 Wilshire Blvd., 5th Floor, Los Angeles, CA 90017, (562) 463-5020 or (800) 252-9117.
2. **Attorney:** Hadsell Stormer & Renick, LLP, the exclusive provider of legal services under this Fund.
3. **Collective Bargaining Agreement:** A collective bargaining agreement between an Employer and the Union which requires an Employer to make Contributions to this Fund on an Employee's behalf.
4. **Contribution:** Payment made or due to the Fund on behalf of an Employee by an Employer under the terms of a Collective Bargaining Agreement, as well as payments made to the Fund on behalf of an Employee of the Union pursuant to rules adopted by the Board of Trustees.
5. **Covered Employment:** Employment or work covered by a Collective Bargaining Agreement, as well as employment for the Union for which Contributions are required to be paid to this Fund.
6. **Dependent:** The spouse or unmarried child of an Employee as described in Section IV.
7. **Eligibility Month:** A calendar month in which the Employee or Dependent is eligible for the benefits of the Plan. The Eligibility Month is the second calendar month following the base month in which the required hours have been worked or in which the eligibility rules have otherwise been satisfied. See the Continued Eligibility table in Section III.D.
8. **Eligible:** An Employee or Dependent who has met all the requirements for eligibility as explained in this booklet,

and is thus entitled to benefits during an Eligibility Month. Eligibility rules are established and amended from time to time by the Board of Trustees.

9. Employee: A person who works in Covered Employment and such other persons as described in Section III.A.

10. Employer: Any employer obligated to a Collective Bargaining Agreement with the Union, as well as the Union. Contact your Union Local or the Administrative Office if you have a question whether an employer is covered by a Union contract or contributes to this Fund.

11. Fund: The Legal Fund of Hotel and Restaurant Employees of Los Angeles.

12. Hours: All hours worked by an Employee if required to be paid for by the Collective Bargaining Agreement, and all hours not worked but also required to be paid for by the Collective Bargaining Agreement, such as shift minimums, vacation, holidays, etc., for which Contributions are received by the Fund.

13. Plan: The written eligibility rules and schedule of legal benefits established and hereafter amended by the Board of Trustees.

14. Trust: The trust established by the Trust Agreement Providing for the Legal Fund of Hotel and Restaurant Employees of Los Angeles, entered into on the 27th of February, 1990, effective April 1, 1989, and any modification, amendment, extension or renewal thereof.

15. Trust Agreement: The Trust Agreement Providing for the Legal Fund of Hotel and Restaurant Employees of Los Angeles, entered into on the 27th of February, 1990, effective April 1, 1989, and any modification, amendment, extension or renewal thereof.

16. Union: UNITE HERE Local 11, AFL-CIO.

SECTION - II.

HOW DOES THE FUND WORK?

The Fund provides you and your eligible Dependents with a wide variety of free personal legal services. The benefits are very comprehensive, but there are limitations and exclusions. Please read the Schedule of Benefits, Section V., carefully. Personal income tax preparation services may also be available from tax preparers selected by the Fund. You will be notified if the Tax Preparation Program is available to you for any tax year.

When you need a legal service covered by the Fund, simply telephone Hadsell, Stormer & Renick at (213) 785-6999 to make an appointment. Except as noted under the Schedule of Benefits in section V, benefits are provided by the Fund at no cost to you.

All services provided through the Fund are provided to you as the client of the Attorney. Your relationship to the Attorney is subject to all laws and rules governing the practice of law in the State of California.

The Attorney will maintain the strict confidentiality of the lawyer-client relationship. However, the Trustees may have access to limited information needed for the administration of the Fund.

The Attorney will refuse to provide services if the matter is clearly without merit, frivolous, or for the purpose of harassing another.

The Fund has no liability for the conduct of any participating Attorney. The firm of Hadsell Stormer & Renick is responsible for all services provided through its law offices.

SECTION - III.

RULES OF ELIGIBILITY

A. WHO MAY BECOME ELIGIBLE FOR BENEFITS?

You become a participant in the Fund and can become eligible for benefits if your Employer is required, under the terms of a Collective Bargaining Agreement, to make Contributions to this Fund on your behalf. You may also be eligible if you worked for such employer and then:

1. Qualify for the continuation of benefits during disability (See paragraph D below).
2. Continue your Legal Fund benefits by means of **Individual Cash Payments** during periods when you are not working (See paragraph E below).

Special eligibility provisions may apply to persons in the categories below. Contact the Administrative Office for additional information regarding these provisions:

3. **Employees working for a new Employer** in the first month of a Collective Bargaining Agreement. (See Paragraph H.)
4. **Employees of the Union.**

If you have any questions regarding a specific employer or your eligibility, please contact the Administrative Office:

**1200 Wilshire Blvd, Fifth Floor
Los Angeles, CA 90017
(562) 463-5020 or (800) 252-9117**

B. HOW YOU BECOME ELIGIBLE FOR BENEFITS

You will become eligible for benefits on the first day of the second calendar month after you work 60 or more Hours per month in Covered Employment for five consecutive months. This rule is explained in the following table:

INITIAL ELIGIBILITY TABLE	
If You Work At Least 60 or more Hours Each Month for 5 Consecutive Months From	You Will Be Eligible In
January thru May	JULY
February thru June	AUGUST
March thru July	SEPTEMBER
April thru August	OCTOBER
May thru September	NOVEMBER
June thru October	DECEMBER
July thru November	JANUARY
August thru December	FEBRUARY
September thru January	MARCH
October thru February	APRIL
November thru March	MAY
December thru April	JUNE

Example: A new Employee who begins work for an Employer in January and works 60 or more Hours in each of the five consecutive calendar months from January through May will become eligible for benefits on July 1.

Months in which you fail to work 60 or more Hours due to a disability that occurred on or off the job, will be disregarded for purposes of calculating the five consecutive months required to become eligible.

C. HOW YOU CONTINUE YOUR ELIGIBILITY

You will continue to be eligible so long as you work 60 or more Hours a month in Covered Employment. You may also continue your eligibility for a limited period of time on the basis of *Individual Cash Payments* or short-term *Disability Continuation* as described in Paragraphs D and EE of this section, below.

As illustrated by the following table, the Eligibility Month is the second month after the month in which you work 60 Hours.

CONTINUED ELIGIBILITY	
Work Month	Eligibility Month
JANUARY	MARCH
FEBRUARY	APRIL
MARCH	MAY
APRIL	JUNE
MAY	JULY
JUNE	AUGUST
JULY	SEPTEMBER
AUGUST	OCTOBER
SEPTEMBER	NOVEMBER
OCTOBER	DECEMBER
NOVEMBER	JANUARY
DECEMBER	FEBRUARY

Note that there is a one-month gap between the work month and the Eligibility Month. The Employer's reports of Hours worked are received and processed during this month.

D. HOW YOU CONTINUE YOUR ELIGIBILITY DURING DISABILITY

Under **disability continuation**, your eligibility for benefits continues for a period of six months, beginning in the month in which you become disabled. You are eligible for disability continuation if (a) you are disabled; and (b) you were eligible for benefits in the month you became disabled; and (c) you also worked at least 60 hours in Covered Employment in nine or more of the 12 months immediately preceding the month in which you become disabled.

You are disabled for the purposes of disability continuation if you have an illness or injury that prevents you from working in your usual job under a Collective Bargaining Agreement. Disability may be established by your receipt of benefits from the California State Disability Insurance program, by a disability rating under workers compensation, or by other evidence including but not limited to the opinion of your attending physician. The Board of Trustees may, in their discretion, require a physical examination by a physician selected by the Fund.

E. HOW YOU CONTINUE YOUR ELIGIBILITY BY SELF-PAYMENTS

If your Legal Fund eligibility terminates, you may continue your eligibility for a maximum period of six consecutive months by making self-payments. Self-payments may also be made to continue eligibility if you lose eligibility because your Employer has not paid Contributions due on your behalf.

You may make arrangements with the Administrative Office to continue eligibility for yourself and your Dependents, if applicable, by requesting the required Individual Self-payment Remittance Forms.

Under no circumstances can a self-payment be accepted later than the first day of the month following the eligibility month.

Self-payment rates are established by the Trustees from time to time. For current rates, contact the Administrative Office.

F. HOW YOU LOSE YOUR ELIGIBILITY

You will lose eligibility at the end of the calendar month following any month you work less than 60 Hours.

Example: If you work less than 60 or more Hours in April, you will lose eligibility at the end of May.

or

The last day of the calendar month following the calendar month for which you fail to make the Individual Cash Payment through the Administrative Office.

or

The last day of the calendar month following the calendar month for which you fail to qualify for disability continuation.

There is one exception to these rules. If you started to receive legal services from the Fund before the date your eligibility ends, you will continue to receive legal service benefits for that particular legal matter until it is completed.

G. HOW YOU BECOME ELIGIBLE AGAIN

If you were ineligible for less than 5 months:

As long as you do not lose eligibility for five (5) months in a row, you will not have to requalify as a new Employee. You will regain eligibility on the first day of the second calendar month after you again work 60 or more Hours in a month.

Example: You were eligible in March because you worked 60 or more Hours in January. You did not work, or worked less than 60 or more Hours each month, from February through May. You will not be eligible during the four months of April, May, June and July. If you work 60 or more Hours in June, you will be eligible again on August 1.

If you were ineligible for 5 or more months:

If you lose eligibility for five (5) or more months in a row, you must qualify for eligibility again as if you were a new Employee.

Example: You were eligible in March because you worked 60 or more Hours in January. You did not work, or worked less than 60 Hours each month from February through June.

You will not be eligible during the five months of April through August. If you work 60 or more Hours in July or later, you must requalify for eligibility as a new Employee by working 60 or more Hours for five (5) months in a row.

Any months in which you do not work 60 or more Hours due to a disability that occurred on or off the job will not be counted to calculate the five months in a row loss of eligibility or the consecutive months required to requalify as a new Employee.

H. ELIGIBILITY FOR EMPLOYEES OF NEW EMPLOYERS

- (a) You will be eligible on the first day of the calendar month following the calendar month in which your Employer is first required to make Contributions to the Fund for Employees in your craft, group or department at your worksite; provided

- (1) You worked or were required to be paid for 60 Hours during the calendar month in which the “effective date” occurs; and
- (2) Your Employer has reported and paid to the Fund the required contributions for all Hours worked by all Employees on or after such “effective date.”

The “effective date” is the date your Employer is first required to make Contributions to the Fund for Employees in your craft, group or department at your worksite.

(b) If your Employer did not make Contributions on your behalf, and:

- (1) You believed in good faith that your Employer was required to contribute to this Fund, and in reliance upon such belief, remained in such employment for not more than 12 months after your Employer stopped making Contributions on your behalf;
- (2) You furnish evidence satisfactory to the Trustees that you have worked the required Hours to continue or earn eligibility based on such employment; and
- (3) You have worked the Hours required by Section III for an Employer or Union Local within either of the two (2) calendar months immediately following the month in which you terminate employment for the non-contributing Employer;

Then, you will become eligible as of the first day of the second calendar month following the month in which you work and for which Contributions are made on your behalf by an Employer or Union Local, provided:

- (A) You file an application at the Administrative Office for coverage under this Paragraph G. within thirty (30) days after your resumption of Covered Employment; and
- (B) You otherwise comply with all other requirements for eligibility.

SECTION - IV.

DEPENDENT COVERAGE

A. WHO ARE YOUR DEPENDENTS?

"Dependents" means your lawful spouse and unmarried children. "Children" includes natural children, stepchildren and adopted children (including children placed for adoption) under 26 years of age. Unmarried dependent grandchildren and foster children under 26 years of age may be covered as Dependents if they are living with you and are principally supported by you. For foster children, a copy of the original court order fixing the status of the foster child in the Employee's family is required.

Note: The maximum age limit may be extended for disabled children (see Paragraph E., below, on page 14).

B. WHEN YOUR DEPENDENTS BECOME ELIGIBLE

Your Dependents will become eligible for benefits on the same day you become eligible (subject to completion of enrollment forms as described in Paragraph C., below). If you acquire additional Dependents, such Dependents will become eligible on the day they meet the definition of Dependent. The eligibility of any Dependent shall automatically terminate on the first day of the month after the person ceases to qualify as a Dependent.

C. DEPENDENT ENROLLMENT

Employees must complete an Enrollment Card naming their Dependents before the Dependents first become eligible. Marriage certificates, birth certificates or other evidence substantiating relationships and evidence of financial support and residence may be required by the Administrative Office before certifying Dependent enrollment and eligibility for benefits, and may be required periodically thereafter to continue Dependent enrollment.

You must notify the Administrative Office if you change your marital status, add new Dependents, your Dependent ceases to

be a "Dependent" as defined under this Plan, or you or your spouse change your address.

D. HOW YOUR DEPENDENTS LOSE ELIGIBILITY

Your Dependents' eligibility will end when your eligibility ends. Also, your Dependents' eligibility will end under the following circumstances, regardless of your eligibility:

1. A divorced spouse's eligibility terminates at the end of the month in which the divorce becomes final.
2. A child's eligibility terminates at the end of month in which they marry, attain age 26, or otherwise fail to meet the Fund's definition of Dependent. In certain circumstances, children's benefits may be extended. See "Disabled Dependents" at Paragraph E., below, on page 14.
3. Upon the death of the Employee, eligibility for enrolled Dependents will continue through the end of the month in which the deceased Employee met the requirements for eligibility.
4. A Dependent's eligibility will terminate on the date of the Dependent's death, or on the date the Dependent enters full-time military service.

As with your coverage, if a Dependent started to receive legal services from the Plan before the date his or her eligibility ends, the Fund will continue to provide legal services for that particular matter until it is completed.

E. DISABLED DEPENDENTS

A child who has attained age 26 or older may be eligible for benefits if the child qualifies as **Disabled** under the following rules. In order to obtain coverage, a written application must be completed and filed with the Administrative Office and the parent/Employee must receive written confirmation of the child's eligibility from the Administrative Office. The application forms are available from the Administrative Office.

Disabled Children

An unmarried child, who is incapable of self-support by reason of mental retardation or physical handicap, will have his/her coverage continued after attaining age 26 if:

1. The child's disability is permanent.
2. The child is principally dependent for support on the eligible Employee.

Proof of such disability and dependency will be required initially and at periodic intervals thereafter.

SECTION - V.

SCHEDULE OF BENEFITS

A. WHAT LEGAL SERVICES ARE COVERED?

LEGAL SERVICE PROVIDED	DESCRIPTION
I. CONSUMER MATTERS	General consultation and advice. Preparation of in pro per (representing self) answers to civil complaints or small claims actions. Claims of exemption filed in response to wage garnishment.
II. SOCIAL SECURITY BENEFITS	General consultation and advice. Advice and assistance on requests for Survivor Benefits. Advice and assistance on Transfers of Qualified Earnings. Advice and assistance on Supplemental Security Income (SSI) benefits, not including representation at hearings.
III. PERSONAL BANKRUPTCY	General consultation and advice. Preparation and filing of Chapter 7 Voluntary Petitions for Bankruptcy, for persons unable to pay their creditors and seeking to discharge debt. Preparation for and representation at 341(a) Meetings of Creditors following filing of Chapter 7 Voluntary Petition. <i>Note: Participants and/or Dependents are responsible for the</i>

III. (Cont'd)	<i>cost of credit reports and court mandated creditor classes. The 2016 cost for these items is \$60 for an individual petition, or \$90 for a joint bankruptcy petition (for married couples). These amounts are subject to change.</i>
IV. REAL ESTATE MATTERS	<p>General consultation and advice regarding the purchase of an owner-occupied home.</p> <p>Review of escrow documents, property profiles and other papers in relation to the purchase of an owner-occupied home.</p> <p>Advice only on quitclaim deeds and joint tenant deeds (1/2 hour maximum). Does not include preparation of these documents.</p>
V. LANDLORD- TENANT DISPUTES	<p>Consultation, advice and assistance on tenant and housing issues, including rent increases, rent control, health and safety, and security deposits.</p> <p>Advice and assistance on 3 day notices to pay rent or quit or 3 day notices to perform or quit; also, 30 day and 60 day notices.</p> <p>Advice and assistance on obtaining repairs to units.</p> <p>Advice and assistance in obtaining return of security deposits.</p> <p>Answers to Unlawful Detainer complaints (eviction actions), with trial representation only in meritorious cases.</p>
VI. WILLS	<p>Consultation and advice.</p>

	<p>Preparation of Individual Simple Wills.</p> <p>Reciprocal Husband & Wife Wills.</p>
VII. CRIMINAL MISDEMEANORS	<p>General consultation and advice.</p> <p>Assistance in plea negotiations only.</p>
VIII. FAMILY LAW	<p>Preparation and filing of petitions for dissolution of marriages where neither party has any dispute as to property, child support or custody issues.</p> <p>Preparation and filing of requests for default judgment of standard dissolution proceedings where neither party has any dispute as to property, child support or custody issues.</p> <p>Preparation and filing of answers to county child support complaints.</p> <p>Representation in negotiations in child support cases filed by District Attorney.</p> <p>Preparation and filing of requests for child support payment modifications and/or termination.</p> <p>Preparation and filing of adjustments to Franchise Tax Board Levy.</p>
IX. IMMIGRATION	<p>Immigration consultation.</p> <p>Work Permit Renewal, I-765.</p>

IX. (Cont'd)

Interim Work Permit, available when work permit application is pending more than 90 days.

Greencard renewal/replacement, I-90.

Freedom of Information Act Request (FOIA), to request copy of file from Immigration.

Citizenship application, N-400.

Family Visa Petition, for spouse, child or where Plan member is the beneficiary (I-130).

Consular Processing, to obtain immigrant visa for spouse or child in consulate abroad.

Adjustment of Status Application, I-485, to obtain lawful permanent residency based on family visa petitions or asylum.

Affidavit of Support, I-864.

Representation at Adjustment of Status Interview (as needed).

Removal of Conditional Status on Legal Permanent Residency, I-751.

Temporary Protected Status (TPS), I-821.

Cancellation of Removal pursuant to NACARA, I-881, to obtain lawful permanent residency for certain Salvadorans, Guatemalans and their spouses and children.

V Visas, I-539 for certain spouses and children who are

IX (Cont'd)

beneficiaries of I-130 family visa petitions filed prior to December 21, 2000.

K-Visas, I-129 for fiancées and spouses of U. S. citizens who are waiting abroad for visas, and the spouse's children.

Family Visa Petition (I-130) Inquiry.

Adjustment of Status (I-485) Inquiry.

Citizenship (N-400) Inquiry.

Legalization (Amnesty) per LIFE act, only for members of class action lawsuit who entered U. S. prior to Jan. 1, 1982.

Family Unity Applications, for certain spouses and children of Amnesty applications.

Asylum Applications.

Advance Parole Application, to request permission to reenter the U. S. after travel abroad.

Refuge Travel Document, for asylees to request permission to reenter the U. S. after travel abroad.

General Consultation and assistance in completing and filing the forms for the U.S. Citizenship and Immigration Services Deferred Action Program ("DACA").

<p>X. MISCELLANEOUS SERVICES</p>	<p>Complete Notary Service for notarizing signatures on documents.</p> <p>Powers of Attorney.</p> <p>Authorization Letters.</p> <p>Affidavits of support.</p> <p>Translation of documents used in immigration processing, such as Birth Certificate, Marriage Certificate, Divorce Certificate, Death Certificate.</p>
<p>XI. COURT COSTS AND FILING FEES</p>	<p>The Plan covers one-half of Court Costs, Filing Fees, and Service Fees. The Plan does not cover the costs of personal or foreign service of process, credit reports or creditor classes required in connection with a Bankruptcy filing.</p>

B. WHAT LEGAL SERVICES AND COSTS ARE NOT COVERED?

The following legal services are not covered by the Plan. (Some of these services are not covered because group legal service plans are prohibited by law from covering them.)

1. Any matter in dispute involving an Employer or Union or agent or employee of the Union or Employer; or this Fund, UNITE HERE Health, or the Los Angeles Hotel-Restaurant Employer-Union Retirement Fund, or the Trustees, agents and employees of such Funds.

2. Legal services to a Dependent adverse to the interest of the Employee. This may include closing an existing open case if a conflict arises.
3. Court fines and judgments.
4. Any fees associated with the purchase of homes, including escrow fees, closing, title insurance, title search, or similar costs.
5. Any matter involving a trade or business or otherwise involving property or activities for the production of income.
6. Parking tickets.
7. Matters involving Driving Under the Influence (DUI).
8. Frivolous or Non-meritorious claims or defenses.
9. Appeals.
10. Contingency fee cases.
11. Class actions.
12. Any debt collection defense under \$750.00.
13. Felony charges or dispositions.
14. Representation of members who are Landlords in a Landlord-Tenant Dispute.
15. Any contested dissolution of marriage (divorce). A contested dissolution (divorce) is where the parties (husband and wife) are not in agreement as to the divorce, custody issues, or the distribution of property.
16. Patent or Copyright matters.

17. Any bankruptcy involving a trade or business or otherwise involving property or activities for the production of income.
18. Drafting of living trusts or other probate documents or matters.
19. Any matter not specifically covered under the Schedule of Benefits at Paragraph A., above.
20. Consultations regarding services not covered by the Plan.
21. Representation outside the California County in which the Employer resides.

What about fines or penalties?

No coverage is provided for the payment of any fines, penalties, judgments or other money awards. Such payment is your responsibility.

What if attorney fees are awarded by a court or included in a settlement?

Attorney fees collected under a judgment or settlement agreement belong to the Plan and must be refunded to the Plan.

SECTION VI

HOW DO YOU OBTAIN LEGAL SERVICES?

The Board of Trustees has entered into an exclusive contract with:

Hadsell Stormer & Renick LLP
250 E. 1st Street - Suite 1201
Los Angeles, CA 90012
Telephone: (213) 785-6999

Office Hours:

Monday - Friday:
9:00 AM to 5:00 PM

as the sole provider of legal services for eligible Employees and Dependents enrolled in the Fund.

To consult with an Attorney, telephone **Hadsell Stormer & Renick** to arrange for an appointment. When you phone, be sure to identify yourself as a participant in the Legal Fund of Hotel and Restaurant Employees of Los Angeles. The Attorney's office will confirm your eligibility for benefits with the Administrative Manager. The Fund will **NOT PAY** for legal services received at other than **Hadsell Stormer & Renick**.

You may consult with an Attorney as often as necessary. There are no limitations on the use of your legal service benefits so long as you or your Dependents are eligible for services at the time you request them. However, the Attorney will not represent you if he or she believes your position is without merit, frivolous or harassing.

Other than as set forth above in Section V, Schedule of Benefits, XI. Court Costs and Filing Fees, there are no deductibles or co-payments. The Attorney's office will usually handle all eligibility and claims matters directly with the Fund. However, you may be certain that you will receive legal services with the complete confidentiality of the attorney-client relationship. Neither your Employer, nor

your Union, nor the Fund will know anything about the matters on which you receive the Attorney's representation, except as described in your attorney-client retainer agreement. However, the Trustees may have access to limited information needed for the administration of the Fund

Personal income tax preparation services may be offered by tax preparers selected by the Fund. You will be notified if the Tax Preparation Program is available to you for a specific tax year.

SECTION VII

CLAIMS AND APPEAL PROCEDURES

A. WHO MAY FILE A CLAIM OR APPEAL A DENIED CLAIM?

You or your Dependent, or an authorized representative of you or your Dependent (collectively referred to in this Section as “you”), may file a claim for benefits or appeal a denied claim at the Administrative Office. You may be required to furnish documentation showing that an individual is, in fact, your authorized representative.

B. FILING A CLAIM.

Your claim is considered “filed” on the date you contact the Attorney to request legal services under the Fund, or, if available, the tax preparer selected by the Fund to request personal income tax preparation services.

The Attorney (or tax preparer) must approve or deny your claim within ninety (90) days after it is filed, unless special circumstances require an extension of time for processing the claim. If such an extension is required, you will be notified in writing within the initial 90-day period of the special circumstances requiring the extension of time and the date by which the Attorney (or tax preparer) expects to render a decision, which will not be more than 180 days from the date the claim was filed.

C. CLAIM DENIAL.

If your claim is denied, in whole or in part, you will be notified of the denial in writing. This written denial notice will contain the following information:

1. The specific reason(s) for the denial.
2. Reference to the specific Plan provision(s) on which the denial is based.

3. A description of any additional material or information needed to perfect your claim and an explanation of why it is necessary.
4. A description of the Plan's procedures to be followed to appeal the denial of the claim and the time limits applicable to such procedures.
5. A statement of your right to bring a civil action under ERISA Section 502(a) following a denial of the claim on appeal.

D. APPEAL PROCEDURE.

If your claim is denied, you may ask for the denial to be reviewed under the following Review Procedure:

1. You must file a written request for an appeal with the Administrative Office within sixty (60) days after receipt of the denial notice, or sixty-five (65) days from date of mailing of same, whichever date occurs sooner. The Board of Trustees may waive the 60-day time limit for the filing of appeals, if you submit evidence which, if available at the time the claim was initially considered, would have established eligibility for retirement benefits. Your appeal is considered "filed" when it is received by the Administrative Office, regardless of whether it contains all the information necessary to render a decision.
2. Following the filing of an appeal, the Administrative Office shall set a date for a hearing before the Benefit Appeals Committee of the Board (the "Committee") and inform you of the date, place, and time of the hearing. As part of the review procedure, you will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim. Furthermore, you may submit comments, documents, records and other information to be considered at the hearing, without regard to whether such information was submitted or considered in the initial review.
3. At the hearing, you may appear personally, with counsel if desired, and may present evidence and argument. Following the hearing, the Committee will forward a

summary and recommendation to the Board, which will then render the final decision.

4. The Board, which meets at least four times a year, must make a decision no later than the date of the first such meeting which occurs at least thirty (30) days after you file your appeal, unless special circumstances require an extension of time for review. If such an extension is required, you will be notified in writing, prior to the commencement of the extension, of the special circumstances requiring the extension of time and the date as of which the decision will be rendered, which will be no later than the third regular meeting of the Board following the filing of the appeal. If the reason for taking the extension is to obtain additional information from you, and the extension notice specifically describes the required information, you will have at least ninety (90) days from receipt of the extension notice within which to provide such information. The decision will be made by the first regular meeting that is at least 30 days after you respond. If, however, after a reasonable period of time, but not less than ninety (90) days, you have not responded to the request for additional information, the Board may decide the appeal, provided it notifies you in writing at least sixty (60) days before making the decision that such decision will be made regardless of whether you respond. Once the Board makes its decision on review, you will be notified within 5 days.

5. Benefits under this Plan will be paid only if the Board determines in its discretion that you are entitled to them. On appeal, the Board will have discretion and authority to resolve all questions pertaining to the administration, interpretation and application of this Plan and the Trust Agreement and to decide any question of eligibility for and the amount of benefits. The Board has discretionary authority to grant or deny benefits under this Plan. Furthermore, the Board has discretionary authority to determine the facts in connection with any claim. The decision of the Board will be final.

E. DENIAL ON APPEAL.

If your appeal is denied, in whole or in part, you will be notified of the denial in writing. This written denial notice will contain the following information:

1. The specific reason(s) for the decision.
2. Reference to the specific section(s) of the Plan or Trust Agreement upon which the decision was based.
3. A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits.
4. A statement of your right to bring an action under ERISA Section 502(a) following a denial of your claim on appeal.

F. YOUR RIGHTS.

If the Administrative Office fails to follow these claims and appeals procedures, and it does not correct the error without prejudice to you, then you will be deemed to have exhausted the administrative remedies available under the Plan and will be entitled to pursue any available remedies under ERISA Section 502(a).

SECTION VIII

ADMINISTRATIVE PROVISIONS

A. PROVISION OF PARTICIPANT INFORMATION TO THE PLAN.

Every participant shall furnish, at the request of the Trustees, any information or proof reasonably required for the administration of the Plan. Failure to furnish such information or proof promptly and in good faith shall be sufficient reason for the denial of benefits or the suspension or discontinuance of benefits to such Participant. The falsity of any statement material to an application or the furnishing of fraudulent information or proof shall be sufficient reason for the denial, suspension or discontinuance of benefits under this Plan, and in such case, the Trustees shall have the right to recover any benefit payments made in reliance thereon, as well as attorney's fees, interest and costs of suit.

B. NONALIENATION OF BENEFITS.

No attempt to subject a benefit to alienation, sale, transfer, assignment, pledge, attachment, garnishment, execution, or encumbrance of any kind shall be valid and enforceable.

C. AMENDMENT.

The Trustees may amend or modify the Plan at any time in accordance with the Trust Agreement. No amendment or modification may reduce any benefits which have been approved for payment prior to amendment, so long as funds are available for payment of such benefits, nor may any amendment or modification revert any of the assets of the Trust to any Employer, or permit any of the assets of the Trust to be used for or diverted for any purpose other than the exclusive benefit of the Employees and their Dependents and the payment of administrative expenses.

D. TERMINATION.

Upon termination of the Plan, the assets then remaining in the Trust shall be used to pay expenses of administration and to pay benefits to Employees entitled thereto, unless sooner exhausted. Thereafter, the Trustees shall determine the disposition of any remaining assets of the Trust not inconsistent with the purposes of the Plan and with applicable law.

SECTION IX

INFORMATION REQUIRED BY THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 - (ERISA)

A. Name of Fund.

This Plan is known as the Legal Fund of Hotel and Restaurant Employees of Los Angeles.

B. Plan Administrator and Sponsor.

The Board of Trustees is the Plan Administrator and Sponsor.

C. Board of Trustees.

The Board of Trustees consists of up to seven Employer Trustees and up to seven Union Trustees, as provided for in the Trust Agreement.

If you wish to contact the Board of Trustees, you may use the address and telephone number below:

**Legal Fund of Hotel & Restaurant
Employees of Los Angeles**
Benefit Programs Administration
1200 Wilshire Blvd, Fifth Floor
Los Angeles, CA 90017

(562) 463-5020 or (800) 252-9117

D. Names, Titles and Addresses of Trustees

Union Trustees

Thomas F. Walsh
HERE Union, Local 11
464 S. Lucas Ave., Ste 201
Los Angeles, CA 90017

Prudencio Viera
HERE Union, Local 11
464 S. Lucas Ave., Ste 201
Los Angeles, CA 90017

Karine Mansoorian
HERE Union, Local 11
464 S. Lucas Ave., Ste 201
Los Angeles, CA 90017

Austin Lynch
HERE Union, Local 11
464 S. Lucas Ave., Ste 201
Los Angeles, CA 90017

Alternate Union Trustees

Ignacio Ruiz
HERE Union, Local 11
464 S. Lucas Ave., Ste 201
Los Angeles, CA 90017

Employer Trustees

Kevin Gleason
Marriott Hotels
585 9th Street #345
Oakland, CA 94607

Bernice R. Correa
The Beverly Hilton
9876 Wilshire Blvd.
Beverly Hills, CA 90210

Celsa Zamora
Sheraton Downtown
Los Angeles
711 South Hope Street
Los Angeles, CA 90017

David N. Schweitzer
Intercontinental Hotels
Group
18 Pinehurst Circle
Napa, CA 94558

Cindy Noble
Levy Restaurants
980 N. Michigan Ave.
#400
Chicago, IL 60611

E. Type of Administration.

Contract administration.

F. Employer Identification Number.

The Employer Identification number assigned to the Plan Sponsor by the Internal Revenue Service is 95-4269218.

G. Plan Number.

The Plan number assigned by the Plan Sponsor is 501.

H. Type of Plan.

This is a Group Legal Services Plan maintained to provide prepaid legal services to eligible Employees and their eligible Dependents.

I. Agent for Service of Legal Process.

The name and address of the agent designated for service of legal process is:

Benefit Programs Administration
1200 Wilshire Blvd, Fifth Floor
Los Angeles, CA 90017

(562) 463-5020 or (800) 252-9117

J. Plan Year.

The plan year is the 12-month period beginning January 1 and ending the following December 31.

K. Collective Bargaining Agreement.

Contributions to the Fund are made by Employers in accordance with Collective Bargaining Agreements between the Union and participating Employers. A copy of the

applicable agreement may be obtained upon written request to the Administrative Office and is available for examination.

L. Source of Contributions.

Benefits are provided through Employer Contributions. The amount of Employer Contributions is determined by the provisions of the Collective Bargaining Agreements.

M. Identity of Providers of Benefits.

Legal services under this Plan are provided by Hadsell Stormer & Renick.

N. The Plan's Requirements With Respect to Eligibility For Participation and Benefits.

The eligibility requirements for Employees are specified in Section III., "Rules of Eligibility." The eligibility requirements for Dependents are specified in Section IV., "Dependent Coverage."

O. Circumstances Resulting in Disqualification, Ineligibility, Denial or Loss of Benefits.

Loss of eligibility is described under the headings "How You Lose Eligibility", Section III.F., and "How Your Dependents Lose Eligibility", Section IV.D.

P. Funding Medium.

The assets of the Fund are held in trust.

Q. Claims and Appeal Procedures.

See Sections VI. and VII.

R. Your Rights Under ERISA.

As a participant in the Legal Fund of Hotel and Restaurant Employees of Los Angeles, you are entitled to certain rights

and protections under the Employee Retirement Income Security Act of 1974 (ERISA). United States Department of Labor Regulations describe these rights and protections substantially as follows:

ERISA provides that all Plan participants shall be entitled to:

Receive Information About Your Plan And Benefits

1. Examine, without charge, at the Administrative Office, and upon 10 days advance written request at Union local offices and worksites employing 50 or more participants, all documents governing the Plan, including insurance contracts, collective bargaining agreements and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the United States Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
2. Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts, collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.
3. Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

Prudent Action By Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. People who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit under the Plan or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a 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. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file a suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance With your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N. W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under

ERISA by calling the publications hotline of the Employee Benefits Security Administration.