

IBEW



Local 30

**IBEW LOCAL 30
LEGAL SERVICES PLAN
2020**

Eligibility

All 100% full members are eligible to participate in this Plan.

Covered full members have coverage for their spouses and unmarried children under age 18.

Termination of Coverage

Coverage hereunder shall be terminated if the IBEW Local 30 elects to terminate this Plan.

Coverage hereunder shall be terminated if the member voluntarily leaves employment. Retired members will have coverage for any work-related charges or issues that arose prior to retirement.

If a member voluntarily leaves employment and thereafter continues representation with the provider, that individual shall be responsible for costs of all legal services from the date of such termination.

Amendment of Plan and Benefits

This Plan may be amended at any time by the Plan Committee. The benefits of the Plan may be amended, added to, subtracted from, changed, etc. by the Plan Committee at any time.

Plan Committee

Any person or persons appointed by the Union President to the IBEW Local 30 Legal Services Plan Committee shall be responsible for the general administration of the Plan.

Denial of Claims and Appeal Procedures

In the event of any dispute or claim arising pursuant to the terms of this Plan between a member and the Plan, such dispute or claim shall be submitted by member to the Plan Committee. The decision of the Plan Committee shall be final and binding.

Attorney-Client Relationship

Any attorney providing legal services under this Plan will have an attorney-client relationship with the individual member receiving the legal services. The Plan attorneys have the same exclusive professional duties and obligations to members as would be required with any other client who would normally retain the attorney on a private fee basis. Any attorney providing legal services under the Plan shall maintain the confidentiality of the attorney-client relationship in accordance with applicable professional standards.

Ethical Standards

The services provided herein shall be provided by the attorneys in accordance with the professional and ethical standards required of attorneys. Members shall be considered as clients of said attorneys and shall receive no instructions or directions from any person with respect to the manner of representation. The attorney's professional obligations shall be exclusively with such clients.

Exercise of Discretion

The Plan attorneys shall be free to exercise the right to refuse to provide legal services or representation for any matters which they believe to be clearly without merit or frivolous.

Complaints

If you have a complaint regarding the services rendered by a Plan attorney, first call the supervising attorney for the Plan, Mark E. Belland at (856)795-2181. If you feel that you do not receive satisfaction with regard to your complaint, then you may file a written complaint setting forth all the facts to the Plan Committee. The Committee will investigate the complaint and take appropriate action. The decision of the Plan Committee shall be final and binding.

Prepaid Service Plan

In order to use the benefits and services provided under the Plan, simply telephone O'Brien, Belland & Bushinsky directly to obtain an appointment. After you've provided your information, the law office will process authorization with IBEW Local 30.

The address and telephone numbers for the Law Offices of O'Brien, Belland & Bushinsky, LLC are:

1526 Berlin Road
Cherry Hill, New Jersey 08003
(856) 795-2181
(888) 609-8300
Fax: (856) 795-2182

500-506 N. Sixth Street
Philadelphia, Pennsylvania 19123
(888) 609-8300

1701 Shallcross Avenue, Suite C-1
Wilmington, Delaware, 19186
(888) 609-8300

Monday through Friday
8:30 A.M. until 5:00 P.M.

[Email: obbb@obbblaw.com](mailto:obbb@obbblaw.com)

**Please note that arrangements will be made for evening and Saturday appointments as the need arises.*

Legal Services Provided

All members shall be entitled to the following services without limitation as to time, except as stated:

1. CONSULTATION WITH AN ATTORNEY FOR FAMILY LAW, DOMESTIC OR MARITAL MATTERS

This benefit provides members with an opportunity to consult with an attorney and entitles the member to two (2) free hours per matter of representation concerning legal questions pertaining to the following areas of law:

- Divorce
- Property Settlement
- Alimony and/or Child Support
- Custody and Visitation Cases
- Equitable Distribution of Assets and Debts

- Domestic Violence
- Adoption
- Paternity

This service includes one (1) hour of document review time prior to your meeting with an attorney, and one (1) hour of one-on-one attorney consultation. Members will then pay the discounted rate provided for in section 4 for all time after the two free hours.

Since there is a potential conflict of interest in representing the member against his/her spouse, ethics require that this service and any consultation relating to domestic or marital matters be limited to members only in such instances. There shall be no coverage for non-member spouse in a domestic or marital matter against the member.

This legal service extends to family law issues which your spouse may have against 3rd parties, for example child support and/or visitation issues against a 3rd party regarding a child from another relationship.

If the marital dispute is between two members, arrangements will be made with other counsel for the representation of one of the two members.

2. PREPARATION OF A LAST WILL AND TESTAMENT, ADVANCED HEALTHCARE DIRECTIVE AND POWER OF ATTORNEY

You are entitled to have a complimentary Last Will and Testament, Advanced Healthcare Directive (Living Will) and Power of Attorney (for Financial Affairs) prepared and executed under the supervision of an attorney from the Firm. This benefit is provided as your personal circumstances warrant. In some cases, changes can be accomplished by a codicil or modification of the Will. This service does not include administration of estates, the creation of a Trust, or preparation of tax returns.

3. GENERAL CONSULTATION

Consultation with an Attorney: This benefit provides members with an opportunity to consult with an attorney and entitles the member to one (1) free hour per matter consultation concerning legal questions pertaining to the following areas of law:

Personal Injury: Work-related injuries; Slip and Fall accidents; Automobile accidents; Construction accidents; Injuries caused by prescription drugs; Wrongful death; Nursing Home accidents; Recreational accidents

Worker's Compensation

Criminal, Municipal and Juvenile Court

Real Estate

Landlord/Tenant Disputes

Document Preparation and Review

Settlement Negotiations

Bankruptcy

Consumer Affairs

4. ADDITIONAL LEGAL SERVICES

Some matters are more complex than others, and as such it is possible that your matter will require more legal services than are covered by the Plan. In such a case, at the conclusion of your initial consultation with a firm attorney, and dependent upon your individual circumstances and the outcome of the consultation, you may be offered an opportunity for the firm to provide ongoing legal service, which would be fully detailed in a proposed Retainer Agreement that would be presented by the Firm to the member. The Retainer Agreement would outline and detail all of the terms of the representation and the rights and responsibilities of the member and the Firm.

The initial Retainer Payment by the member will vary based upon the type of matter, complexity involved and other factors which will be analyzed by the Firm and discussed with the member during the consultation.

The member will be personally and legally responsible for payment of any fees beyond the initial consultation covered by the Plan. The member will be asked by the Plan attorneys at the outset of their representation to consent and agree to such personal responsibility in writing and to sign the Retainer Agreement document and pay the agreed upon initial Retainer Payment. The Retainer Agreement will be a legally binding commitment on the member's part.

The member will be given a 30% discount on the hourly billing rates for Attorneys and Paralegals for all matters listed in sections 1 and 3 above., excluding personal injury, which fees are negotiated on a case-by-case basis, and workers compensation, which fees are determined by the Court.

5. EXCLUSIONS AND LIMITATIONS

Out-of-pocket expenses such as filing fees, court costs, assessments, penalties, deposition costs, fines, witness fees, investigation expenses, formal printing costs, long-distance telephone use, title searches, insurance policies, bonds, transfer taxes, settlement fees and survey costs, and other expenses not considered covered legal services. This means that the member is responsible for these types of expenses.