

**RHODE ISLAND LABORERS'  
LEGAL SERVICES FUND  
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Dear Beneficiary:

The Board of Trustees is pleased to provide you with this booklet, which is designed as a Summary Plan Description of the Rhode Island Laborers' Legal Services Plan.

In this booklet, we have tried to describe for you in plain, everyday language your legal services plan. Every effort has been made to incorporate the details of the Formal Plan and the Trust Agreement. This is, however, a condensed version and if there should be any inconsistencies between the language in this booklet and the Plan and Trust Agreement, the terms of provisions of the Plan and Trust Agreements will govern. Copies of the Plan and Trust Agreement may be obtained on written request at a reasonable reproduction charge, or inspected free of charge at the Fund Office.

Your Legal Service Plan has been in operation for more than 4 years. It was established to make available to you and your dependents competent legal services. All available services will be rendered to you on a confidential basis. Only you and your attorney will have any knowledge of the details of the legal matter.

Please read this booklet carefully so you will be familiar with the operations of the Plan, the services available and your eligibility for these services.

When you need the services of the Plan, or you think you may need the services, call the Plan office and you will be immediately referred to a competent attorney.

Yours truly,  
BOARD OF TRUSTEES

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# **RHODE ISLAND LABORERS' LEGAL SERVICES PLAN**

## **INTRODUCTION**

The Rhode Island Laborers' Legal Services Plan was established pursuant to an AGREEMENT AND DECLARATION OF TRUST establishing the RHODE ISLAND LABORERS' LEGAL SERVICES FUND ("Fund"), dated December 30, 1974 by and between the Rhode Island Chapter, Associated General Contractors of America, Inc., Construction Industries of Rhode Island ("Associations"), and the Rhode Island General Council (a/k/a The Rhode Island Laborers' District Council) of the Laborers' International Union of North America to provide legal assistance and services to Plan beneficiaries regarding their personal affairs.

The Plan is known as "RHODE ISLAND LABORERS' LEGAL SERVICES PLAN". While you are eligible, your legal services are available to you at no cost. The costs are paid by participating employers.

The Plan is sponsored and operated by a Board of Trustees consisting of equal representation from the Rhode Island Laborers' District Council and the Construction Industries of Rhode Island and the Associated General Contractors of America, Rhode Island Chapter.

## **OPERATION OF THE PLAN**

The operation of the Plan is financially supported by regular contributions made by participating employers made pursuant to collective bargaining agreements. The contributions are used to pay the attorneys' fees and the cost of operating the Plan. The attorneys agree to make no other charges for the services provided through the Plan. There are certain costs (sheriff, court, bail, fines, etc.) which are not covered and those costs are set out in the Unavailable Services section. The services provided by the Plan will at all times be limited by the resources available to the Plan.

The Board of Trustees retains an administrator to oversee the day-to-day operations of the Plan. The administrator oversees the work of the attorneys, keeps all the records of the operations, and makes the expenditures authorized by the Board as are necessary to operate the Plan.

The Board of Trustees is authorized to alter, amend, limit or expand the Plan according to the resources available. However, any changes in the Plan will not deprive any beneficiary of services to which he or she is entitled to regarding any legal matter pending at the time of the change.

Services provided under this Plan are limited to the geographical and legal jurisdiction of the State of Rhode Island. However, when and where the Plan has a reciprocal arrangement with another legal service plan in another jurisdiction, every attempt will be made to arrange to provide legal services to this Plan's beneficiaries in that particular jurisdiction.

No member or dependent is required or obligated to consult with or be represented by an attorney employed or retained by the Plan as a condition of Union membership or otherwise; and such member or dependent shall remain free to consult with or be represented by any other attorney concerning any matter at the member's own expense.

This booklet describing this Plan will be distributed to any and all new eligible members. Copies will be available at all times at the Plan's headquarters. When any significant change is made to the Plan, a description of the change will be distributed to the eligible members.

## **ATTORNEYS**

The Board of Trustees will retain attorneys to provide services to eligible members and their dependents under this Plan.

Attorneys providing legal services under the Plan shall be compensated from the Fund. The attorneys' services shall be provided in accordance with the professional and ethical standards expected of lawyers. In providing such legal services, the attorneys shall adhere to the rules of the Plan as established herein, but shall receive no further instructions, direction, or interference from its officers or agents. Their obligations and relations as attorneys shall be exclusively with their clients. They shall maintain the confidentiality of the lawyer-client relationship in accordance with applicable canons of ethics.

There shall be no infringement upon the independent exercise of the professional judgement of any lawyer furnishing service under the Plan. They shall refuse to provide services in any matter they believe to be clearly without merit or frivolous.

A frivolous claim or a claim without merit is a matter where the client desires to have the action taken primarily for the purpose of harassing or maliciously injuring a person and/or if the attorney is unable, in his or her professional judgement, to make a good faith argument on the merits of the action taken or to support the action by a reasonable argument for an extension, modification or reversal of existing law.

When in the opinion of the attorney a matter has been resolved in the best interest of the client, and the client refuses to accept the attorney's advise and

recommendations, the attorney may remove himself from the matter. The member-client may appeal the matter to the Review Committee as provided for in this Trust document.

## **ELIGIBILITY**

The following persons shall be eligible to receive the services provided under the Plan.

1. An eligible member must have 300 reported hours during the preceding eleven (11) months, excluding the month in which the claim arises and the full preceding month.
2. A spouse or other dependent shall be eligible to receive the services provided under the Plan, as long as the employee continues to be eligible and consents to the receipt of such services.
3. A retired member receiving benefits under the Rhode Island Laborers' Pension Plan or LIUNA Industrial Pension Plan shall be eligible to receive the services provided under the Plan and the surviving spouse of the retiree shall be eligible.
4. Once a case has been started for a beneficiary under this Plan, who previously has been declared to be eligible pursuant to the requirements of eligibility stated above, it will be carried on to its conclusion, subject, however, to the limitations in the benefit Plan structure, even though subsequent to the commencement or representation the beneficiary's eligibility may have terminated.
5. Eligibility for benefits commences when a cause of action accrues on behalf of or against an employee, spouse or dependent, and the criterion will not be when the employee, spouse or dependent seek to avail themselves of the benefits under this Plan.

"Dependents" shall be defined herein as follows:

1. A spouse if not legally separated;
2. An unmarried child ("child" as herein defined shall include an adopted child or foster child who has not attained his 19<sup>th</sup> birthday, or 23<sup>rd</sup> birthday if attending an accredited school or college on a full-time basis).
3. An unmarried child of an eligible member up to the age of thirty

(30) who has the same legal residence as the eligible member and is mentally or physically incapable of earning his own living and is wholly dependent upon the member for his support and maintenance.

## **TERMINATION OF BENEFITS**

1. Eligibility will cease as of the first day of the second calendar month following a period of eleven consecutive calendar months in which the employee was not actively employed for at least 300 hours for which contributions are required to be paid to the Fund by one or more Employers contributing to the Fund.
2. An employee disabled by an industrial accident or illness for which Workmen's Compensation is paid will remain eligible for all benefits hereunder for one year from the date of such disability, or his return to work for a Participating Employer, whichever is earlier, provided he was eligible for benefits when such disability commenced. The Board of Trustees may require that the employee submit reasonable evidence of such accident or illness.
3. An employee who is disabled because of a non-occupational accident or illness will remain eligible for all benefits hereunder for one year from the date of such disability, or his return to work for a participating Employer, whichever is earlier, provided he was eligible for benefits when such disability commenced. The Board of Trustees may require that the employee submit reasonable evidence of such accident or illness.

## **Dependents' Benefits Upon Death of Eligible Member**

In the event of the death of an eligible member, dependents, provided they are eligible, will continue to be entitled to benefits under this Plan until the end of the period for which the employee's recorded work hours for which contributions were required to be paid to the Fund would have entitled him to benefits if he had not died.

## **AVAILABLE SERVICES**

The following services shall be provided by the Plan to eligible members and their dependents without any attorneys' fee or charge:

**1. Legal Advice and Consultation**

This shall include telephone and office conferences and negotiations to settle cases or legal problems prior to and after legal action has commenced. The drafting and review of legal letters, leases, contracts, releases, settlements and every other type of legal document is covered. The attorneys will provide legal research, opinions and any other activity ordinarily performed in connection with legal representation of a client.

**2. Consumer Transactions**

The Plan includes the defense of and the initiation of claims and lawsuits arising from the member's transactions for the purchase of goods or services other than those undertaken primarily for commercial or profit making purposes.

Representation will be provided for wage attachment proceedings and all other legal actions against the member's personal assets.

The filing of wage earner bankruptcy cases and other proper insolvency proceedings, when appropriate, is covered.

**3. Domestic Relations**

Legal matters involving marital and family difficulties are covered. However, only the eligible member of the Plan shall be entitled to the services of the Plan in any matter relating to marital difficulties.

Matters before Family court involving adoptions are covered. So also, are matters involving paternity.

**4. Real Estate Transactions**

The purchase or sale of a dwelling for the personal use of an eligible member.

The dwelling shall not house more than three families which shall include the member's family and be the member's primary residence.

Landlord-Tenant matters involving the member's residence is a covered service.



The mortgaging and remortgaging of the member's residence.

5. **Wills**

The preparation of what is ordinarily called a simple will is available to the eligible member and their spouse.

6. **Estates**

Representation is available in probate matters where the beneficiary is not the executor or administrator. Where the beneficiary would ordinarily be entitled to a fee from the estate, the service is not available.

7. **Traffic Violations**

Legal Service is available for traffic violations of a misdemeanor nature. Felony traffic violations are not covered.

8. **Immigration**

Proceedings for deportation or change of status arising under immigration laws are covered.

9. **Insurance Company Claims**

The Plan will handle claims arising out of delays and failures to pay a beneficiary under his or her own insurance coverage.

10. **Criminal Matters**

Representation in any criminal matter is limited to misdemeanors. The Plan will represent the beneficiary in a felony matter up until the time of Indictment or the return of an Information by the appropriate prosecuting agency.

The same limitations as set out in the preceding paragraph apply to juvenile matters.

11. **Taxes**

Preparation and Filing of Federal and State income tax returns.

## UNAVAILABLE SERVICES

The following services are specifically not covered by the Plan:

- A. Commercial or income producing realty matters involving leases, buy and sell agreements, incorporations, and general business transactions.
- B. Claims on behalf of plaintiff for bodily injuries resulting from accident or other cause.
- C. Claim for compensation under Workmen's Compensation Act.
- D. Legal services which are fee-generating or commercial in nature including any services in connection with patents, trademarks or copyrights.
- E. Controversies or suits against members, the Fund, Trust, Trustees, Employers contributing to the Fund, the Associations, Rhode Island Laborers' District Council, Laborers' International Union of North America, Administrator of the Plan, the Local Unions affiliated with the Rhode Island Laborers' District Council or their officers, the Rhode Island Laborers' Health, Pension, and Annuity Funds, the New England Laborers' Training Fund, Trustees of such funds, or their employees or administrators or agents.
- F. Contingent fee cases. This includes accident cases where under ordinary circumstances a fee would be paid from what is recovered.
- G. Business Expenses-Legal fees and expenses incurred in connection with any business venture participated in by an eligible member or dependent, including all legal expenses for which a federal income tax deduction or allowance would be permissible as a business expense or capital investment.
- H. All pending cases in which counsel has already been engaged or retained.
- I. Unemployment Compensation cases.
- J. Payments of fines, penalties or Civil damages.
- K. Any matter or proceeding involving legal services which are available through insurance.

- L. Payment of filing fees or witness fees or for appraisals, investigation reports, depositions, stenographic fees, printing and copying, long distance toll calls, photography, bond premiums, bail services or fees, service of process and medical and scientific examinations, tests and reports.

### **REVIEW COMMITTEE**

A Review Committee consisting of the Trustees has been established.

If an eligible beneficiary or dependent has a complaint regarding the operation of the Plan, he must bring the matter to the attention of the Review Committee, by forwarding a letter, postage prepaid, to the Plan Office. Upon receipt of such a letter, the Trustees shall appoint a subcommittee to investigate the matter and submit a report with recommendations to the full Board.

If the complaining eligible member or dependent is dissatisfied with the decision of the Review Committee, he shall be entitled to obtain a resolution of the dispute through the process of arbitration.

### **TERMINATION OF TRUST**

This Rhode Island Laborers' Legal Services Fund, the Agreement and the Trust may be terminated by an instrument in writing executed by all the Trustees when there is no longer in force and effect any collective bargaining agreement between the Associations and the Union requiring contributions to the Fund or participation therein.

In the event of the termination of the Trust, the Trustees shall apply the net remaining assets of the Fund to pay or to provide for the payment of any and all obligations of the Fund and shall distribute and apply any remaining surplus in such manner as will in their opinion best effectuate the purpose of the Fund; provided, however, that no part of the corpus or income of the Fund shall, directly or indirectly, be used for or diverted to any purpose other than an exempt purpose as defined under the Internal Revenue Code, as amended.

Under no circumstances shall any portion or the corpus or income of the Fund, directly or indirectly, revert or accrue to the benefit of any contributing Employer, the Associations or the Union or any Local Union.

Upon termination of the Fund, the Board of Trustees shall notify the Union and the Association and all other necessary parties and the Trustees shall continue as Trustees for the purpose of winding up the affairs of the Trust and may take any action with regard to any policy or matter which may be required by law.

## **RIGHTS OF PARTICIPANTS**

### **A. CLAIMS AND APPEALS PROCEDURE**

1. The Plan Administrator shall give notice in writing by prepaid United States Certified Mail, return receipt requested, addressed to his or her address of record, to the Claimant within a reasonable period of time after the denial of the Claim or benefit and the specific reason or reasons for such denial written in a manner calculated to be understood by the Claimant.
2. The Claimant or his authorized representative may, by letter addressed to the office of the Plan Administrator sent prepaid United States Certified Mail, return receipt requested and received not more than sixty (60) days after notice of the denial of the claim of any benefit was received, claim his or her appeal from such denial. The Plan Administrator by telephone, confirmed by letter, or by letter, will advise the Claimant of the date and time on which the Claimant or his authorized representative may inspect the records pertaining to the claim or benefit denied which are maintained in the Plan Administrator's office and receive an additional explanation requested of the reason or reasons for denial of the claim or benefit.
3. (a) If the Claimant is not satisfied that the denial of the claim or benefit was in accordance with the terms of the Plan adopted by the Trustees, he or his authorized representative may request a hearing before the Board of Trustees' Review Committee by letter addressed to the Board, in care of the Plan Administrator, which must be postmarked not later than the 10<sup>th</sup> day after the date of the conference with the Plan Administrator. The letter of appeal shall state in general terms the grounds on which the appeal is being made and what is considered to be erroneous in the original decision.  
  
(b) The Claimant will be advised within ten (10) days of the receipt of such letter of appeal of the date, place and time at which the Review Committee will give a hearing to the Claimant. The hearing date will be at least 10 but not more than 30 days after the date of the Trustees' letter setting the time, date and place of appeal. At the hearing all records concerning the claim or benefit denied will be made available to the Claimant and he or his authorized representative may present any additional information in any form through witnesses or affidavits or other documentation which he considers relevant to the appeal. The

Review Committee may continue the hearing from time to time solely for the purpose of securing additional information concerning the appeal. Within ten (10) days after the conclusion of the hearing the Review Committee will, by letter, advise the Claimant of its decision concerning the appeal.

4. For good cause shown, the Board of Trustees or the Review Committee may extend or waive any time period in the appeal procedure at any step requiring an action to be taken by a Claimant to preserve his or her right of appeal.
5. In the event the Claimant is not satisfied with the decision of the Review Committee, he or his authorized representative may make a demand for arbitration concerning the denial of the claim or benefit which was submitted to the Board of Trustees or the Review Committee in accordance with the Labor Arbitration Rules of the American Arbitration Association within ten (10) days of the postmark date of the decision of the Board of Trustees. The fee and expenses of the arbitrator and other expenses of arbitration, such as preparation of transcript and rental of a hearing room, shall be paid one-half each by the Trust and the Claimant. Each party shall bear all other costs in preparation of its case, including attorney's fees, if any. The decision of the arbitrator shall be final and binding on the Trust and the Claimant. The arbitrator shall have no authority to change, alter, or amend any terms of the Agreement and Declaration of Trust, the plan of benefits adopted by the Board of Trustees, the rules of eligibility adopted by the Trustees or any insurance contract or policy.

## **B. STATEMENT OF RIGHTS**

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (the "Act"). The Act provides that all plan participants shall be entitled to:

Examine, without charge, at the Plan Administrator's office all Plan documents, and copies of all documents filed by the Plan with the U.S. Department of Labor, such as detailed annual reports and Plan descriptions.

Obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator. The Plan Administrator may make a reasonable charge for the copies.

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.

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The 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 may fire you or otherwise discriminate against you in any way to prevent 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 for the reason for the denial. You have the right to have the plan review and reconsider your claim. Under ERISA there are certain steps you can take to enforce the above rights. For instance, if you request materials from the plan and do not

receive them within 30 days you may file suit in a federal court. In such a court case, the court may require the plan administrator to provide the materials and pay a penalty until you receive the Materials unless the materials were not sent because of reasons beyond the control of the 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 mishandle 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 fees and costs.

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, you should contact the nearest Office of Pension-Welfare Benefit Programs, U.S. Department of Labor.

### **C. BASIC FACTS ABOUT THE PLAN**

Plan Name: RHODE ISLAND LABORERS’ LEGAL SERVICES PLAN

Name and Address of Board of Trustees maintaining the Plan.

Board of Trustees  
Rhode Island Laborers' Legal Services Fund  
410 South Main Street  
Providence, Rhode Island 02903  
Telephone (401) 421-7800  
Fax (401) 421-0244

Union Trustees:

Donato A. Bianco, 410 South Main Street  
Providence, Rhode Island 02903

Michael F. Sabitoni, 410 South Main Street  
Providence, Rhode Island 02903

Employer Trustees:

Michael A. Gammino, III, MA Gammino Construction Co.  
3 Terminal Road, Providence, Rhode Island 02905

David Rampone, Hart Engineering Corp.  
PO Box C954, Smithfield, Rhode Island 02828

Employer Identification Number: 05-0368198

Plan Serial Number: 501

Effective Date of Plan: January 1, 1976

Type of Plan:

Welfare Plan (the Employee Retirement Income Security Act of 1976 classifies all employee benefit plans other than retirement plans as "Welfare Plans").

Type of Administration:

Trust Fund (Rhode Island Laborers' Legal Services Fund)

Plan Administrator:

Darren F. Corrente, Esq., 410 South Main Street  
Providence, Rhode Island 02903

Agent for Service of Legal Process: Board of Trustees

Legal process may also be served on the individual Trustees

End of Plan Year for purposes of maintaining fiscal records:  
December 31<sup>st</sup>

Contributing Employers:

Participants and Beneficiaries may receive from the Plan Administrator on request, information as to whether a particular employer is a contributing employer to the Plan and, if so such contributing employer's address.