

**SAN FRANCISCO CULINARY,
BARTENDERS AND SERVICE
EMPLOYEES LEGAL SERVICES
TRUST FUND**

**PLAN DOCUMENT AND SUMMARY PLAN
DESCRIPTION BOOKLET**

Effective July 1, 2019

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**SAN FRANCISCO CULINARY, BARTENDERS AND SERVICE
EMPLOYEES LEGAL SERVICES PLAN**

To Plan Participants and Eligible Dependents:

I. OVERVIEW AND INTRODUCTION TO THE LEGAL SERVICES PLAN

The San Francisco Culinary, Bartenders and Service Employees Legal Services Plan (“Plan”) described in this booklet provide eligible Participants and in some cases, their Dependents, (as those terms are specifically described below), with professional legal services from participating Legal Plan attorneys (“Participating Panel Attorney”), or, in the case of certain taxation matters, accountancy services from a participating Plan certified public accountant (“Participating Panel Accountant”). As described below and more fully in Part VII, these services and the benefits provided by this Plan fall into three categories:

- A. Thirty (30) minute telephone consultations and one (1) hour office consultations with a Participating Panel Attorney or Accountant on any non-covered legal matter within the broad range of the attorney or accountant’s experience.
- B. Free legal services (except for certain expenses and court costs) for “Covered Services and Benefits.” Except for Immigration matters, these services and benefits are available only after the confirmation of eligibility and Participating Panel Attorney or Accountant referral from EXEMPLAR Legal & Benefit Administrative Services, LLC the (“Legal Plan Administrator”).
- C. Free legal services for certain immigration matters described under “Covered Services and Benefits” from a Participating Panel Attorney specializing in immigration matters. Immigration services and benefits do not require Panel Attorney referral from the Legal Plan Administrator. A Participant may contact an immigration Participating Panel Attorney directly.

These benefits are described more fully in Part VII and are subject to the Exclusions in Part VIII. Please note that the Plan does not provide benefits or coverage for every legal matter. Only the specific benefits described in Part VII are covered. For legal matters determined to be Covered Services and Benefits, however, the contracting Participating Panel Attorneys or Accountants have agreed to represent eligible Participants without charging the participant for their services, regardless of time spent on your case. Participating Panel Attorneys or Accountants are generally only located within a 50 mile radius of San Francisco. Moreover, Participating Panel Attorneys and Accountants have agreed to accept your case for the amount the Plan has contracted to pay them to perform these Covered Services and Benefits unless there is a professional conflict of interest or other legitimate reason why a Participating Panel Attorney or Accountant might decline to take the case, e.g., conflicts with you, attorney schedule conflict or a matter beyond the attorney or accountant’s expertise, etc. The Participating Panel Attorney or Accountant cannot decline to take the case based on the amount of fees to which he or she may be entitled from the San Francisco Culinary, Bartenders and Service Employees Legal Services Trust Fund

(“Fund”). If a panel attorney or accountant proposes to charge you fees for Covered Services and Benefits, please report the incident at once to the Legal Plan Administrator, EXEMPLAR Legal & Benefit Administrative Services, LLC at (925) 680-8890 or (800) 604-0999.

In rare instances, your selected Participating Panel Attorney or Accountant may later determine that your legal matter exceeds the terms, conditions, scope or intent for which the Plan provides benefits to its eligible participants. You may then choose to continue with counsel by the Participating Panel Attorney or Accountant, or select an attorney or accountant outside the Plan. In either case, you will be responsible for making further payment arrangements with your attorney or accountant. The Plan will not be responsible for any benefit payments thereafter, and the Participating Panel Attorney, Accountant or outside professional may charge you their regular billable rates.

There are three additional important points about the Plan. First, appeals from a judgment, decision or determination by a lower court, agency, etc., are *not* covered. You and the Participating Panel Attorney or Accountant may, however, make private arrangements to proceed with an appeal but *at your own expense*. Also, you may make whatever arrangements you want with a Participating Panel Attorney or Accountant to represent you in matters that are not Covered Services and Benefits.

Second, the Legal Plan Administrator and the Board of Trustees (“Trustees”) have tried to select competent Participating Panel Attorneys and Accountants to provide Plan benefits, but neither the Plan, the Plan sponsors, Trustees nor the Plan Administrator, are responsible for the legal representation or accounting services you receive. You must exercise good judgment in evaluating the legal or accounting services you receive and the competence of the Participating Panel Attorney or Accountant. If you believe the Participating Panel Attorney or Accountant representing you in a particular matter is negligent in any way, it is your responsibility to take appropriate steps to remedy the matter. Appropriate steps may include, but are not limited to reporting the Participating Panel Attorney or Accountant to the State Bar or CPA licensing agency, the Legal Plan Administrator and if necessary, terminating the services of the attorney or accountant. The Legal Plan Administrator may offer to assist you in assigning your case to another Participating Panel Attorney or Accountant for the remaining available benefit for the legal services described under Covered Services and Benefits, but at the Plan’s sole discretion. A letter terminating your Participating Panel Attorney or Accountant’s service must be submitted to the Participating Panel Attorney or Accountant *and* to the Legal Plan Administrator. A final billing will be requested from the Participating Panel Attorney or Accountant before a claim will be authorized to the new Participating Panel Attorney. A Participating Panel Attorney or Accountant is not obligated by the Plan to take a case with limited benefits. If a Participating Panel Attorney or Accountant agrees to take the case with limited benefits, the claim will be authorized for the limited benefit remaining. You may also make a written dispute to the Legal Plan Administrator and appeal to the Board of Trustees to request full benefits for the Covered Service and Benefit in dispute. The appeal procedures are described in Part X, section 12. (See pages 26-28.)

Third, the Plan insists upon the right to periodically audit all Participating Panel Attorneys' or Accountants' case files and billing records to determine whether the attorneys or accountants are billing correctly for Covered Services and Benefits. Your case file may be examined in the course of such audits. The Plan will not disclose to anyone the contents of your file unless it is necessary to resolve a potential (but very unlikely) dispute with a Participating Panel Attorney or Accountant. Before you can receive any services from a Participating Panel Attorney or Accountant, you will be required to sign a claim form stating your agreement to waive the confidentiality of your case file, but only for these auditing purposes. Under no circumstances will confidential information in your file be discussed with anyone other than the Plan's administrator, auditors, attorneys, Trustees or Participating Panel Attorneys or Accountants.

This booklet begins in Part II with a description of how to use the Plan, parts III and IV describe the eligibility rules of the Plan, i.e., who are eligible for Covered Services and Benefits, and related topics. Parts V, VI, VII and VIII go into detail about benefits, covered services, the costs of benefits, Plan exclusions and related matters. The rest of the booklet contains other important information about the Plan, the payment for claims and certain information the Board of Trustees is required to provide you about your rights under federal law, etc.

Keep this Plan booklet and the enclosed list of Participating Panel Attorneys and Accountants in a safe place for future reference. The Board of Trustees reserves the right to amend the Plan booklet, change, add to or delete Covered Services of Benefits, and/or Participating Panel Attorneys and Accountants. Please keep any notice you receive about changes to the Plan or to the Participating Panel Attorneys and Accountants with this booklet and check with your Union representative or the Legal Plan Administrator if in doubt about whether the Plan has been amended or for an updated list of Participating Panel Attorneys and Accountants.

IMPORTANT MESSAGE

The Board of Trustees of the Fund reserves the right to amend, modify or discontinue all or part of the Plan whenever, in its judgment, the conditions of the Fund requires. The Plan benefits for Legal Services are provided by service agreements and for this reason the Board of Trustees of the Fund are relieved of any liability to provide payment over and beyond those contained in such agreement.

The Board of Trustees of the Fund have the final authority and discretion to consider and make determinations based upon facts and evidence (as presented), determine the eligibility of all Participants and their eligible Dependents for all benefits provided by the Fund and to interpret and apply the provisions of the Plan of Covered Services and Benefits adopted by the Board of Trustees. However, the Trustees shall not be responsible for the denial of any benefit offered by the Plan where the denial of that benefit is not brought to the Trustees' attention by the Participant or Dependent in the manner described in this booklet under the section entitled Remedies Available Under The Plan For Redress of Claims Which Are Denied In Whole Or In Part (Appeal Procedures). See pages 26-28.

II. HOW TO USE THE PLAN

- A. **Non-Immigration Matters:** The Plan is very simple to use. If you or your eligible Dependents have any type of legal problem or need legal assistance, except for immigration matters, you, as the *Participant, must first contact* the Legal Plan Administrator to begin the claim process:

EXEMPLAR LEGAL & BENEFIT ADMINISTRATIVE SERVICES, LLC
Participant Attorney Referral
(800) 604-0999

Eligibility will be confirmed and a confirmation number will be given by the Legal Plan Administrator. Your eligibility confirmation number will be valid for the current month only. Receiving an eligibility confirmation number does not guarantee your legal matter is covered by the Legal Plan. The Legal Plan Administrator may later determine your legal matter is not a covered benefit even if you were advised by the Legal Plan Administrative office or by your selected Participating Panel Attorney or Accountant that your legal matter is a Covered Service and Benefit, based upon the terms of the Plan. You will be given referrals to Participating Panel Attorneys and Accountants specializing in the area of your legal matter. Otherwise, you may visit the Plan website www.exemplarlegal.com for a Participating Panel Attorney and Accountant list and Covered Services and Benefits list.

When calling the Participating Panel Attorney or Accountant, you must state that you are a UNITE HERE Local 2 (“Union”) member (or a UNITE HERE Local 2850 member working for a Contributing Employer pursuant to a Participation or Subscription Agreement) and a Plan Participant and give your confirmation number. The Participating Panel Attorney or Accountant will then handle your legal problem, subject to the terms and conditions of the Plan and request from the Legal Plan Administrator a claim number for your case. The Participating Panel Attorney or Accountant will require you to sign a claim form (except for telephone consultation) to process your legal claim. Your claim will not be paid for by the Plan without a claim number and claim form signed by the Participant.

Many problems can be resolved by discussing them with a Participating Panel Attorney or Accountant. As a Participant of the Plan you are entitled to an office consultation and telephone consultation for legal matters not covered under the Plan. Should a Participant wish to seek legal representation for situations where the legal matter is not a covered benefit of the Plan, *the Participant will be responsible for payment to the Participating Panel Attorney or Accountant.*

- B. **Immigration Matters:** For immigration matters, *you do not need to contact the Legal Plan Administrator’s office.* A Participant can *contact an immigration Participating Panel Attorney directly.* You may obtain an updated Participating Panel Attorney list by visiting the Plan website at www.exemplarlegal.com or calling the Participant Attorney Referral number listed above. When calling the Participating Panel Attorney, you must state that you are a member of the “Union”. The attorney will then handle your legal problem, subject to the terms and conditions of the Plan and request from the Legal Plan Administrator a claim number for your case. The Panel Attorney will require you to sign

a claim form to process your legal claim. No legal services will be paid for by the Plan without a claim number and claim form signed by the Participant. Your claim will not be paid for by the Plan even if your legal matter is determined to be a Covered Service and Benefit without a claim number and claim form signed by the Participant.

- C. **Questions Concerning A Legal Claim:** For questions concerning the Legal Plan, Participating Panel Attorneys, or an open claim with a Participating Panel Attorney, contact:

EXEMPLAR LEGAL & BENEFIT ADMINISTRATIVE SERVICES, LLC

Legal Plan Administrator

800 604-0999 or visit:

www.exemplarlegal.com

- D. **Questions Concerning Eligibility Problems:** The Legal Plan Administration office cannot assist you with eligibility problems or questions. If you have questions or a problem with eligibility, *contact:*

Northwest Administrators, Inc.

(844) 492-9157

Union, employer and individual Trustee representatives cannot authorize eligibility. In order to receive Covered Services and Benefits, certain eligibility requirements must be met. Those requirements are outlined in this booklet. See Part III, which follows.

IMPORTANT

Described below are the eligibility rules for the Plan benefits applicable to the majority of Plan Participants. However, employees of certain contributing employers must satisfy different rules in order to qualify for Covered Services and Benefits. If you are not certain of the eligibility rules that apply to you, refer to your employer's collective bargaining agreements with your Union representative, or contact Northwest Administrators, Inc. at (844) 492-9157. In all cases, if there is any conflict with the general rules negotiated with your employer in the collective bargaining agreement, the collective bargaining agreement controls.

III. ELIGIBILITY AND WHEN COVERAGE BEGINS

The eligibility rules for benefits provided by the Plan are negotiated between your Union and Employer (the bargaining parties) and then are accepted by the Trustees. These eligibility rules are subject to modification by the bargaining parties. The eligibility rules for the Plan for almost all employees depend in part, upon eligibility for benefits from another fund, the San Francisco Culinary, Bartenders and Service Employees Welfare Plan (the “Welfare Plan”). The eligibility rules also depend, in part, on whether an employee is employed by an employer who now contributes to the Plan.

- A. **Legal Plan Eligibility Rule:** The basic rule is that to be eligible for Plan benefits, an employee must be employed by an employer who currently contributes to the Fund. An employee must also be eligible for benefits from the Welfare Plan. See below for a statement of the eligibility rules for the Welfare Plan.

- B. However, an exception to the rule stated above (requiring eligibility in the Welfare Plan) applies to employees of a limited number of employers who contribute to the Fund, as required under the rule above, but do not participate in or contribute to the Welfare Plan. For employees of such employers the eligibility rules for this Plan shall be the same as the eligibility requirements for the San Francisco Culinary, Bartenders and Service Employees Pension Plan (the “Pension Plan”), the Welfare Plan (for those employers who do not make contributions to the Pension Plan or to the Welfare Plan for Health and Welfare benefits but do make contributions to the Welfare Plan for Vision benefits) (See Sections C and D below) or as determined by a participation or subscription agreement between the Plan and a contributing employer.

Plan benefits are *not available to retirees, and employees on disability leave, or to other non-active participants* in the Welfare Plan.

C. **Eligibility Rules For The Welfare Plan and Initial Eligibility For New Hires**

The rules for initial eligibility for new hires described below apply to most regular full-time and regular part-time employees. See later sections of these eligibility rules for special rules which apply to banquet workers and “extra” employees. Once you establish initial eligibility you will become a Participant in the Plan. Some collective bargaining agreements which provide for contributions to the Fund and eligibility to participate in the benefit programs offered by this Plan establish a new employee probationary period, and/or a “waiting” period, after which eligibility to participate in this Plan may commence. To see if a probationary or waiting period applies to you, please check the collective bargaining agreement between your employer and the Union. Unless otherwise provided in your employer’s collective bargaining agreement, employees who meet the hours-of-work or shifts-worked requirements described below, are eligible for benefits (provided the collective bargaining agreement provides for contributions to the Plan).

Hotel and Clubs Employees

1. Employed regularly three (3) hours or more per day, five (5) or more days per week, in at least three (3) of the four (4) full payroll weeks immediately preceding the first day of the month for which contributions are due; or
2. Regularly scheduled for and work two (2) full shifts (6 or 8 hours) or more per payroll week, in at least three (3) of the four (4) full payroll weeks of the employer immediately preceding the first day of the month for which contributions are due, are eligible for benefits.

Most Restaurant Employees

1. Employed regularly three (3) hours or more per day, five (5) or more days per week, in at least three (3) of the four (4) full payroll weeks immediately preceding the first day of the month for which contributions are due; or
2. Regularly scheduled for and work two (2) full shifts or more per payroll week, in at least three (3) of the four (4) full payroll weeks of the employer immediately preceding the first day of the month for which contributions are due, are eligible for benefits.

Banquet Workers and “Extra” Employees

Refer to the collective bargaining agreement covering each of your employers to determine if you are eligible. Some employers do not make contributions to the Plan on behalf of banquet workers. Your collective bargaining agreements will inform you how to establish eligibility for banquet workers, typically based on the number of shifts worked per week. If you are a banquet worker or eligible as an “extra” banquet worker, your employer is responsible for reporting your shifts to Northwest Administrators, Inc., 1182 Market Street, Suite 320, San Francisco, California 94102 or via telephone at (844) 492-9157. It is advisable to keep a record of the shifts you work, including when you work and for which employers you work those shifts in the event you believe your employer’s records are not accurate. If this situation arises, you should submit your work records to Northwest Administrators, Inc. for the shifts in question.

D. Eligibility Rules for the Pension Plan and Initial Eligibility for New Hires (for employees of Employers who do not contribute to the Welfare Plan for Health and Welfare or Vision coverage)

The rules for initial eligibility for new hires described above and below apply to most regular full-time and regular part-time employees. Once you establish initial eligibility you will become a Participant in the Plan. Some collective bargaining agreements which provide for contributions to the Fund and eligibility to participate in the benefit programs offered by this Plan establish a new employee probationary period, and/or a “waiting” period, after which eligibility to participate in this Plan may commence. To see if a probationary or waiting period applies to you, please check the collective bargaining agreement between your employer and the Union. Unless otherwise provided in your employer’s collective bargaining agreement, Employees who meet

the hours-of-work or shifts-worked requirements described below, are eligible for benefits (provided the collective bargaining agreement provides for contributions to the Plan).

Hotel and Clubs Employees

1. Employed regularly three (3) hours or more per day, five (5) or more days per week, in at least three (3) of the four (4) full payroll weeks immediately preceding the first day of the month for which contributions are due; or
2. Regularly scheduled for and work two (2) full shifts (6 or 8 hours) or more per payroll week, in at least three (3) of the four (4) full payroll weeks of the employer immediately preceding the first day of the month for which contributions are due, are eligible for benefits.

E. Eligibility For Employees Of A Contributing Employer Participating Pursuant To A Participation Or Subscription Agreement

The rules for initial eligibility for new hires described above apply to most regular full-time and regular part-time employees. Once you establish initial eligibility you will become a Participant in the Plan. Some participation agreements or subscription agreements provide for contributions to the Fund and eligibility to participate in the benefit programs offered by this Plan establish a new employee probationary period, and/or a “waiting” period, after which eligibility to participate in this Plan may commence. To see if a probationary or waiting period applies to you, please check the participation or subscription agreement between your employer and the Plan.

F. Continuing Eligibility

To continue your eligibility for benefits, you have to satisfy the eligibility rules described above, each month. *Eligibility is established on a skip-month basis.* For example, for work in January, the employer’s contribution is due in February which creates eligibility for March and so on. However, some contracts (also known as collective bargaining agreements) provide that once you have established your initial eligibility for benefits, the first thirty (30) days absence from work due to bona-fide sickness or disability leave of absence, vacation, holiday or temporary layoff by the employer, may be counted as time worked for the purpose of continuing your eligibility. This provision does not apply to “extra” employees. You should refer to the specific collective bargaining agreement that applies to you in order to determine if you are eligible for the thirty (30) day provision.

Also, some contracts provide that a Participant, having established eligibility for Legal Plan benefits, who changes from one employer to another employer, who is currently contributing to the Fund and who was entitled to such benefits in the month prior to his current employment, shall be eligible for continuing benefits.

G. Eligibility For Dependents

Persons who meet the definition of a “Dependent” as set forth below shall continue to receive benefits with the exception of certain domestic relations legal services, for as long as they qualify as a “Dependent.” However, coverage for dependents shall terminate when the eligibility of the active employee ceases, except as may be required by law, or in instances where the Plan requires verification of eligibility for continued enrollment of the dependent as described below. (Eligibility for COBRA continuation of benefits does not extend to benefits under the Plan.)

Dependents are defined as:

1. Your lawful spouse;
2. Domestic partner who has been enrolled in the Plan; or
3. Unmarried child under 26 years of age.

Child includes your natural children and those children of your spouse or Domestic Partner, who have been enrolled in the Plan. It also includes adopted children, stepchildren, and other children provided:

1. They depend upon the Participant for support; and
2. They have a parent-child relationship with the Participant.

If an unmarried dependent child is incapable of self-sustaining employment because of mental retardation or physical disability on the date benefits would otherwise terminate on account of age if within thirty-one (31) days of that date satisfactory proof of incapacity is submitted, benefits will continue until the earliest of:

1. The date the dependent child ceases to be eligible for reasons other than age;
2. The date the incapacity ceases; or
3. The thirty-first (31st) day following request of additional proof of his incapacity if you fail to furnish such proof.

IV. TERMINATION OF COVERAGE

Upon termination of a Participant’s employment with a contributing employer, he shall cease to be covered on the last day of the following month in which contractual contributions are made to the Fund provided that any legal services already in progress shall continue in the same manner as though coverage were in effect.

Benefits for your Dependents cease:

1. When your coverage terminates;
2. For your spouse, when you as the Participant are no longer married or become legally separated;
3. For a child, when the child loses eligibility due to his or her age, as set forth above; or
4. When a Dependent becomes eligible for benefits as an employee under the Plan.

V. COST OF BENEFITS, CASE COSTS, AND OUT-OF-POCKET EXPENSES

A. Costs Of Benefits

There is no charge for the services of a Participating Panel Attorney or Accountant for the eligible Participant or eligible enrolled Dependents for any of the specific legal services provided by the Plan. All Participating Panel Attorneys and Accountants have agreed to provide the benefits enumerated under Article VII of this Summary Plan Description for a predetermined fee. The legal services are prepaid by your contributing employer as part of a collective bargaining agreement negotiated by your employer and the Union.

Panel Attorneys and Accountants who provide personal injury representation have agreed to a 25 % contingency fee for these services. It is your responsibility to discuss with your attorney what costs for which you may be liable. However, if you feel you are being improperly charged for costs, contact the Legal Plan Administrator.

**EXEMPLAR LEGAL & BENEFIT ADMINISTRATIVE SERVICES, LLC
LEGAL PLAN ADMINISTRATOR OFFICE
(800) 604-0999**

B. Covered Case Expenses and Costs

In most types of cases, the only expenses you will need to pay are a portion of the costs that may be part of your case. The Plan will pay in full the costs of court filing fees and fees for serving court documents (subject to the maximum benefit per claim for such covered fees). The costs of depositions and fees (such as transcripts, court reporting fees and translation fees) related to the deposition are Covered Services and Benefits (*subject to the maximum benefit per claim for these covered fees*). Certain immigration filing fees are specific-covered benefits and shall be paid in full. Valid and dated receipts and/or posted bank checks are required for reimbursement of these costs. The Plan shall pay the filing fee for immigration services payable to USCIS, U.S. Department of Homeland Security, or on an exceptional basis payable to a Participant providing a Form I-797 receipt from the USCIS and copy(s) of cancelled check, money order, or cashier check,

which clearly identifies the date paid, amount, and Participant name. A letter explaining exceptional circumstances may be required for Participant reimbursement and for untimely submittal of request for filing fee reimbursement. A Participant must have been eligible for Plan benefits on the date of the filing fee check or receipt, *and* must have been represented by a Participating Panel Attorney for approval for filing fee reimbursement. *Coverage excludes all biometric fees and medical examination fees.* Refer to the Section VII, Covered Services & Benefits, No. 18 of this booklet for a full description of covered immigration filing fees.

C. Out-of-Pocket Expenses and Costs

Attorney travel expenses, witness fees, investigation fees, forensic fees, courier filing services, fines, penalties, long distance telephone charges, photocopying costs, postage, fees for home purchases, survey fees, escrow fees, closing or similar costs, publications, language translator fees and other such non-legal costs *will not* be paid by the Plan. Such expenses and costs are the responsibility of the Plan Participant or beneficiary receiving services.

It is your responsibility to discuss with your attorney what costs for which you may be liable. However, if you feel you are being improperly charged for costs, contact:

EXEMPLAR LEGAL & BENEFIT ADMINISTRATIVE SERVICES, LLC
LEGAL PLAN ADMINISTRATOR OFFICE
(800) 604-0999

VI. WAIVER OF ATTORNEY-CLIENT PRIVILEGE

Federal law (ERISA) requires that all employee benefit plans keep careful records and accounts, and places a great amount of responsibility upon the Board of Trustees for the financial integrity of the Plan. These responsibilities, mandated by law and by the terms of the Plan, require the Participating Panel Attorneys and Accountants to submit periodic reports to the Trustees relating to the nature and extent of the Participants' use of the Plan. Periodically, the Plan will ask your attorney to submit your file for an audit, to ensure that the services for which the Trust Fund was billed actually were performed.

In order to receive Covered Services and Benefits from the Plan, you will have to execute a claim form authorizing your attorney to submit information about legal services performed on your behalf to the Legal Plan Administrator's office. Under no circumstances will confidential information in your file be discussed with anyone other than the Plan's administrators, auditors, attorneys, Trustees or Participating Panel Attorneys and Accountants. *If you accept payment for services from this Trust Fund, and execute the claim form as described above, you are waiving the right you would otherwise have to the strict confidentiality of your claim file.*

VII. COVERED SERVICES & BENEFITS

Except as otherwise stated in this Summary Plan Description booklet, the following legal services shall be provided to eligible Participants at no cost to those eligible Participants. Two claims for the same legal matter will not be authorized. Participants and/or Dependents must be eligible at the time of the Covered Service or Benefit and must be represented by a Participating Panel Attorney at the time services are commenced.

1. Telephone Consultation

This benefit is *limited to the Participant only and* covers 1/2 hour telephone consultations for any legal matter not described below as a covered legal benefit in this Section VII or for an initial consultation on legal matters which are described as covered legal benefits in Items 3-16, 18-19 and 20 of Section VII as set forth below. A Participant may not have more than one consultation in any month.

To the extent a Participant receives a Telephone Consultation regarding a legal matter involving a covered benefit for which he or she later receives a covered legal benefit set forth in Items 3-16, 18-19 and 20 of this Section VII the amount paid by the Plan for such covered benefit will be reduced by the amount of benefit paid for such Telephone Consultation.

2. Office Consultation

This benefit is *limited to the Participant only and* covers one (1) hour office consultations for any legal matter not described below as a covered legal benefit in this Section VII or for an initial consultation on legal matters which are described as covered legal benefits in Items 3-16, 18-19 and 20 of this Section VII as set forth below.

To the extent a Participant receives an Office Consultation regarding a legal matter involving a covered benefit for which he or she later receives a covered legal benefit set forth in Items 3-16, 18-19 and 21 of this Section VII the amount paid by the Plan for such covered benefit will be reduced by the amount of benefit paid for such Office Consultation.

3. Legal Document Review

This benefit covers a maximum of two (2) hours per document review for any legal matter not described below as a covered legal benefit in this Section VII.

4. Legal Document Preparation

This benefit is limited to Advanced Health Care Directives, Bills of Sale, Childcare Authorizations, Grant Deed preparation, Homestead Declarations,

Power(s) of Attorney Promissory Note(s) and Conservatorship.

5. Legal Document Preparation (Complex)

This benefit is limited to Challenges to Denial of Credit, Deeds of Trust, Prenuptial Agreements, Restraining Orders (limited to petitioner, non-employment related), and Special Powers of Attorney and Revocation.

6. Administrative Proceedings

This benefit includes Social Security disability application representation, Veteran's benefit disputes, public benefit disputes and **DUI administrative matters related to license suspension**. Verification must be submitted with your claim.

7. Drivers' License Suspension Hearings

This benefit includes both hearings via telephone and at the DMV (but does not include hearings related to DUIs). Verification must be submitted with your claim.

8. Civil Litigation

This benefit covers the following legal matters in civil litigation (Complaint must have been filed in a court of law and verification must be submitted with your claim):

- (a) Consumer Protection as a plaintiff for transactions over \$5,000;
- (b) Defense of Debt Collection over \$500;
- (c) Defense of Uninsured Personal Injury and Property Damage;
- (d) Individual and Joint Petition for a Name Change;
- (e) Garnishment of Wage Defense (excluding matters related to child support); and
- (f) Bankruptcy Adversary proceedings.

9. Criminal Defense

This benefit covers the following for all criminal charges, including Driving Under the Influence ("DUI"), but excluding other traffic violations. Appropriate documentation must be submitted with your claim:

- (a) Arraignment, Plea negotiations, and Disposition (other than by trial);
- (b) Preparation for Trial including Motions and Discovery (limited to misdemeanor charges only);
- (c) Trial (maximum of four (4) day trial and limited to misdemeanor charges only);

- (d) Driver license suspension (to include loss of license); and
- (e) Juvenile Court Defense-Adjudication Hearing only.

10. Real Estate Transactions

This benefit is limited to one (1) every three (3) years and covers:

- (a) Purchase or sale of personal residence for preparation and review of an offer or a counteroffer, liens on title, lender problems, or recovery of deposit if no closing occurs;
- (b) Mortgage Foreclosure of personal residence (limited to the Participant only) to include short sale or renegotiating a loan (lender default notice must be submitted);
- (c) Loan Modification (limited to Participant only and to personal residence) and covers the preparation and review of loan modification documents; and
- (d) Boundary and Title Disputes (excludes survey costs and quiet title proceedings).

11. Landlord/Tenant

Plan Participant or eligible enrolled Dependent *must* be the tenant. Verification must be submitted with your claim. This benefit covers representation for the following:

- (a) 3-Day Notice;
- (b) 60-Day Notice;
- (c) Unlawful Detainer Defense – Settlement Conference;
- (d) Unlawful Detainer Defense – Motions for Summary Judgment (includes pleading, discovery and motion);
- (e) Unlawful Detainer Defense – Pleading and Preparation for Trial;
- (f) Unlawful Detainer Defense – Trial; and
- (g) Security Deposit Assistance (non-litigation).

12. Personal Bankruptcy

This benefit is limited to the Participant, the Participant and spouse filing jointly, or the Participant and domestic partner filing individually to only one of the following and is limited to one (1) claim per seven (7) years:

- (a) Chapter 7
- (b) Chapter 13

Note: Concurrent claim for debt collection and bankruptcy benefit are not permitted.

13. Wills and Trust

This benefit includes preparation and recording of all personal residence deeds, attestations to witnesses of all will(s) and notarization of trust(s), and attestations to will and trust signatures (when applicable).

- (a) Simple Will for an Individual (without Trust) including Power of Attorney;
- (b) Simple Will(s) for a Couple (limited to Participant and eligible enrolled Dependent) without Trust and including, Advanced Care Directive(s)/Healthcare Proxy(s) and Power(s) of Attorney;
- (c) Will and Trust for an Individual to include Will/Pour Over Will, Revocable/Living Trust, Health Care Proxy(s)/Advanced Care Directive(s), Healthcare Proxy(s) and Power(s) of Attorney; and
- (d) Will for a Couple (limited to Participant and eligible enrolled Dependent) to include Will(s)/Pour Over Will(s), Revocable/Living Trust(s), Health Care Proxy(s)/Advanced Care Directive(s) and Power(s) of Attorney; and
- (e) Codicil of Will or Living Will(s) for Individual or Couple to include trust(s) (limited to Participant and enrolled dependent). Not applicable if will or living will is revoked in its entirety.

14. Marital Dissolution/Legal Separation/Annulment

This benefit is limited to Participant only and limited to three (3) court appearances or filing of default.

The following categories of dissolutions are covered:

- (a) Dissolution without Property Settlement and without Child Custody/Support Agreement (Petitioner);
- (b) Dissolution without Property Settlement and with Child Custody/Support Agreement (Petitioner);
- (c) Dissolution with Property Settlement and without Child Custody/Support Agreement (Petitioner);
- (d) Dissolution with Property Settlement and with Child Custody/Support Agreement(Petitioner);
- (e) Dissolution without Property Settlement and without Child Custody/Support Agreement (Respondent);
- (f) Dissolution without Property Settlement and with Child Custody/Support Agreement (Respondent);
- (g) Dissolution with Property Settlement and without Child Custody/Support Agreement (Respondent); and
- (h) Dissolution with Property Settlement and with Child Custody Support Agreement (Respondent)

15. Child Support/Custody

Includes pleading, prep for trial and trial up to 4 days, and paternity. Excludes arrearage matters. This benefit covers the following:

- (a) Uncontested Guardianship Petition
- (b) Uncontested Agency Adoption
- (c) Uncontested Step-Child Adoption
- (d) Uncontested Independent/Private Adoption
- (e) Modification/establishment of Child Custody/Child Support Order including paternity matters (not available if already receiving a benefit for Marital Dissolution/Legal Separation or Annulment (Item 14 above).

16. Internal Revenue Service and Franchise Tax Board Audits

This benefit covers (documentation must be submitted with claim) the following:

- (a) Representation at an Audit; and
- (b) Defense of IRS/California FTB Collection Actions

17. Alternative Dispute Resolution

This benefit is for Mediation services. (Administrative Fees are included).

18. Personal Injury

This benefit is limited to any negligence action in which the Participant is a plaintiff. The Panel Attorney agrees to a 25% contingency fee arrangement. It is the responsibility of the Participant to discuss with the Panel Attorney what case costs for which he or she may be liable.

19. Immigration (United States Only)

These benefits may be limited to Participant only, Participant and eligible enrolled Dependents only, or may include Participant's immediate family relative, being Participant's spouse, Participant's child(s), Participant's parents, or Participant's siblings whereas indicated. These benefits cover attorney assistance for the following:

- (a) Immigration Consultation (Benefit is limited to Participant and eligible enrolled Dependent).
- (b) Request for Records (This benefit covers Freedom of Information Act requests.) (Benefit is limited to Participant and eligible enrolled Dependent).
- (c) Respond to Request for Evidence (Benefit is limited to Participant, eligible enrolled Dependent, or Participant must be petitioner/sponsor, or

- beneficiary for/of Participant's family relative).
- (d) Citizenship (Benefit is limited to Participant or eligible enrolled Dependent). This benefit covers Citizen Application Assistance.
 - (e) Permanent Residence/Naturalization (Benefit is limited to Participant, eligible enrolled Dependent, or Participant must be petitioner/sponsor, or beneficiary for/of a direct/immediate family relative, unless otherwise stated). This benefit covers:
 - i. Immigration Visa Petition Refugee/Asylum Relative Petition
 - ii. Adjustment of Status Application and Related Forms Adjustment of Status Interview at USCIS
 - iii. Application for Employment Authorization Document (Limited to eligible Participant or enrolled eligible Dependent).
 - iv. Application to Renew/Replace Permanent Resident Card (Limited to Participant only).
 - (f) Deferred Action for Childhood Arrivals (DACA)(Benefit is limited to Participant or enrolled eligible Dependent).
 - (g) Permanent Residency/Naturalization – Consular Processing (Benefit is limited to Participant, eligible enrolled Dependent, or Participant must be petitioner/sponsor or beneficiary for/of a direct/immediate family relative). This benefit covers:
 - i. Immigration Visa Petition
 - ii. Affidavit of Support (Limited to petitioner).
 - iii. Consular Processing
 - (h) Permanent Residency/Naturalization – Fiancé(e) (Benefit is limited to Participant, eligible enrolled Dependent, or Participant must be petitioner/sponsor, or beneficiary for/of a direct/immediate family relative). This benefit covers:
 - i. Petition for Alien Fiancé(e)
 - ii. Consular Processing for Alien Fiancé(e)
 - (i) Deportation Defense (Benefit is limited to Participant, eligible enrolled Dependent, or Participant must be petitioner/sponsor, or beneficiary for/of a direct/immediate family relative). Additional deportation services are considered non-covered services. This benefit covers:
 - i. NACARA Application for Suspension of Deportation of Special Rule Cancellation of Removal
 - ii. Master Calendar Court Appearance (Limited to master court appearance only).

- (j) Affirmative Political Asylum (Benefit is limited to Participant, eligible enrolled Dependent, or Participant must be petitioner/sponsor, or beneficiary for/of a direct/immediate family relative). Additional deportation services are considered non-covered services. This benefit covers:
 - i. Application for Political Asylum
 - ii. Interview on Asylum Application at USCIS
- (k) USCIS Interview (Benefit is limited to Participant, eligible enrolled Dependent, or Participant must be petitioner/sponsor, or beneficiary for/of a direct/immediate family relative). This benefit covers:
 - i. Adjustment of Status Interview at USCIS
 - ii. Alien Petition Interview
 - iii. Joint Petition Interview at USCIS
 - iv. Waiver of Joint Petition Interview at USCIS
 - v. Naturalization Interview at USCIS
 - vi. Secondary USCIS Interview to Deny or Revoke Petition
 - vii. Naturalization Interview at USCIS, Requirement of Second Interview
- (l) Petition to Remove Conditional Residency (Benefit is limited to Participant, eligible enrolled Dependent, or Participant must be petitioner/sponsor, or beneficiary for/of a direct/immediate family relative).
- (m) Adoptee and Orphan Petition (Benefit is limited to Participant, eligible enrolled Dependent, or Participant must be petitioner/sponsor, or beneficiary for/of a direct/immediate family relative). This benefit covers:
 - i. Petition to Classify Convention Adoptee as an Immediate Relative
 - ii. Application to Determination of Suitability to Adopt a Child from a Convention Country
 - iii. Orphan Petition
 - iv. Advanced Processing for Orphan Petition
- (n) VAWA (Violence Against Women Act) (Benefit is limited to Participant, eligible enrolled Dependent, or Participant must be petitioner/sponsor, or beneficiary for/of a direct/immediate family relative). This benefit covers a Petition for Amerasian Widow(er) or Special Immigrant.
- (o) Waiver (Benefit is limited to Participant, eligible enrolled Dependent, or Participant must be petitioner/sponsor, or beneficiary for/of a direct/immediate family relative). This benefit covers:

- i. Joint Waiver of Conditions, To Exclude Criminal or Fraud (Limited to Participant only).
- ii. Application for Waiver of Grounds of Excludability and Related Documents (Limited to medical or mental clearance representation, excludes criminal, fraud matters, and unlawful presence matters).

- (p) Temporary Protective Status (Benefit is limited to Participant and eligible enrolled Dependent who are citizens of or nationals of certain countries (countries determined by applicable current law)).

Biometric fees and medical examinations are not covered benefits.

20. Identity Theft

This benefit covers negotiations, pre-litigation, and litigation.

21. Notary Services

This benefit provides for payment of services by a Notary Public.

22. Court Filing Fee and Service of Process

This benefit is limited to reimbursement only and receipt is required.

23. Deposition, Deposition Court Reporting, Deposition Transcription, and Deposition Translation Fee

This benefit is limited to reimbursement only and receipt is required.

The amount of the benefit payments provided to Participating Panel Attorneys and Accountants for the above services is provided in a separate document (as it changes periodically) and is available, upon request, from the Legal Services Plan Administrator.

VIII. EXCLUSIONS

What The Plan Does NOT Cover:

1. Legal services provided to a Plan Participant in regard to any matter arising out of any business interest, business transaction, business pursuit, profession, partnership or corporation. The Legal Plan is intended to cover only personal legal services and will not pay for legal services connected with any interest, activity or involvement for which the costs of legal services are normally deductible or depreciable under Federal income tax law, whether a tax deduction or depreciation is actually claimed.
2. Attorney travel expenses, witness fees, investigation fees, forensic fees, courier filing services, fines, penalties, long distance telephone charges, photocopying costs, postage, fees for home purchase, survey fees, escrow fees, closing or

similar costs, publications, language translator fees and other such non-legal costs.

3. Any action or proceeding related to a dispute between the Plan Participant and his or her employer or the employer's employees or representatives who act as agent for the employer, the Plan sponsor, this Fund, or any Trustee, agent or employee of this Fund or the Union, its officers and employees or associates or any other trust fund established pursuant to collective bargaining agreements between employers contributing to this Fund and the participating labor unions or any fund, or its agents or employees, or any other party when such coverage is prohibited by law.
4. Traffic matters and parking tickets. D.U.I. is a misdemeanor offense which is a covered benefit.
5. Matters relating to patents or copyrights.
6. Appeals of any kind including but not limited to appeals from a judgment, decision or determination by a trial court, administrative agency, governmental body or other tribunal.
7. Class actions, interventions and amicus curiae filings.
8. Rental issues where a Participant or Dependent is the landlord.
9. Matters for which a contingency fee is customarily charged, with the exception of personal injury cases (See VII, Section 18 above).
10. Worker's compensation and similar matters.
11. Trials related to felony charges.
12. Non-meritorious claims.
13. Arrearage proceedings.
14. Any matter not expressly covered by the list of benefits set forth in this document.

IX. MISCELLANEOUS INFORMATION

A. Coordination of Benefits

When duplicate coverage is involved, benefits will be paid under a primary-secondary concept. Primary means the Plan paying first and secondary means the plan paying second. When coverage is not under a qualified legal services plan, the coverage provided by this Plan is secondary. When both plans contain the Coordination of Benefits

provision, the plan that covers the person incurring the claim as an employee is the primary plan. If an individual is covered under two plans through two jobs, the plan that covered him for the longer period of time is the primary plan. With respect to children, the plan that covers the father as an employee is primary; provided, however, that in any case where an eligible Dependent child of an employee covered under this Plan it shall be considered the primary plan. When another carrier's plan does not contain a Coordination of Benefits provision, it will always be considered the primary plan.

B. Payment of Claims

Participants are not reimbursed directly (unless otherwise stated in the benefit description); payments are made to the Participating Panel Attorney or Accountants only and are conditioned upon execution of claim forms required by the Plan. Participating Panel Attorneys and Accountants are required to submit the proper billing forms to the Legal Plan Administrator in a timely manner (at least monthly) for services completed in the prior month until the legal matter is closed.

C. Non-assignment and Subrogation Rights

The Covered Services and Benefits provided for herein are for the sole benefit of eligible Participants and their Dependents. Such Covered Services and Benefits shall not inure to the benefit of, nor vest in any other person or entity, public or private, such as a trustee in bankruptcy under Chapter XIII, or any other trustee under Federal bankruptcy law, or to an assignee for the benefit of creditor or otherwise. Covered Services and Benefits provided under the Plan are not assignable.

The Fund shall be subrogated to all rights of an eligible Participant or Dependent to recover attorneys' fees and costs against any person or entity. Participants or Dependents shall execute and deliver to the Legal Plan Administrator any instruments or papers and do whatever else is necessary to secure rights for the Plan; and they shall do nothing to prejudice such rights.

No Participant or Dependent is required or obligated to consult with or be represented by a Participating Panel Attorney or Accountant contracted by the Plan as a condition of union membership or otherwise; and such Participant or Dependent shall remain free to consult with or be represented by any other attorney concerning any matter at the *Participant's own expense*.

The Plan requires that Participating Panel Attorneys and Accountants maintain certain minimum levels of malpractice insurance. Decisions by Participating Panel Attorneys or Accountants in the representation of a Participant and/or Dependent shall reflect at all times the independent exercise of their professional judgment, and the Trustees shall not be responsible for the quality of such professional judgment or advice.

D. Taxation of Benefits

The value of certain benefits under the Plan may be subject to income tax. If you have any questions in this regard, you should contact your tax professional.

X. SUMMARY PLAN DESCRIPTION SUPPLEMENT

The following information, together with the information contained in this booklet, form the Summary Plan Description under the Employee Retirement Income Security Act of 1974.

1. Name Of Plan

San Francisco Culinary, Bartenders and Service Employees Legal Services Plan

2. Plan Administrator, Name, Address And Titles Of Board Of Trustees

The Plan is administrated by the Board of Trustees who has sole responsibility for administration of the Plan.

Board of Trustees
San Francisco Culinary, Bartenders & Service Employees Legal Services Fund
1182 Market Street, Suite 320, San Francisco, California 94102

The individual Trustees are:

Union Trustees

Mike Casey
UNITE HERE! Local 2
209 Golden Gate Avenue
San Francisco, California 94102

Anand Singh
UNITE HERE! Local 2
209 Golden Gate Avenue
San Francisco, CA 94102

Kim Wirshing
UNITE HERE! Local 2
209 Golden Gate Avenue
San Francisco, California 94102

Ian Lewis
UNITE HERE! Local 2
209 Golden Gate Avenue
San Francisco, California 94102

Employer Trustees

Douglas Cornford
1182 Market Street, Suite 320
San Francisco, CA 94102

Robert Berger
1182 Market Street, Suite 320
San Francisco, CA 94102

Dean Lehr
1182 Market Street, Suite 320
San Francisco, CA 94102

Richard Sawhill
1182 Market Street, Suite 320
San Francisco, CA 94102

Participants and beneficiaries may receive from the Fund Administrator's office, upon written request, information as to whether a particular employer or employee organization is a sponsor of the Plan and, if the employer or employee organization is a Plan sponsor, the sponsor's address.

3. Employer Identification Number (EIN)

The Legal Services Fund has an Internal Revenue Service Employer Identification (EIN) Number of 94-6625180. The Plan number is 501.

4. Type Of Plan

The San Francisco Culinary, Bartenders & Service Employees Legal Services Fund is a collectively bargained, jointly trustee labor/management trust formed to provide paid legal benefits to eligible employees and their dependents.

5. Name, Address And Telephone Number Of Fund Administrators

The Board of Trustees has engaged Northwest Administrators, Inc. as the Fund Administrator to determine the eligibility of Participants of the Trust.

San Francisco Culinary, Bartenders & Service Employees
Legal Services Trust Fund
1182 Market Street, Suite 320
San Francisco, California 94102
(844) 492-9157

The Board of Trustees has engaged EXEMPLAR Legal & Benefit Administrative Services, LLC as the Legal Plan Administrator to perform benefit and claims administration of the Legal Services Plan.

EXEMPLAR Legal & Benefit Administrative Services, LLC
Treat Towers, 1255 Treat Blvd, Suite 300
Walnut Creek, CA 94597
Plan Administrative Office: (925) 680-8890
Member Referral Office: (800) 604-0999
www.exemplarlegal.com

6. Name And Address Of Agent For Service Of Legal Process

Board of Trustees
San Francisco Culinary, Bartenders & Service Employees
Legal Services Fund
1182 Market Street, Suite 320
San Francisco, California 94102
(844) 492-9157

Service of Legal Process may also be made upon a Trustee.

7. A Description Of The Relevant Provisions Of Any Applicable Collective Bargaining Agreement

The San Francisco Culinary, Bartenders & Service Employees Legal Services Fund was established and continues as prescribed in various collective bargaining agreements between the Union and individual employers who participate in the Fund.

Participants and beneficiaries may receive from the Fund Administrator's office, upon written request, information as to whether a particular employer or employee organization is a sponsor of the Plan and, if the employer or employee organization is a Plan sponsor, the sponsor's address.

8. Source Of Contributions To The Plan:

The Plan is financed by prior and current employer contributions pursuant to the various collective bargaining agreements between the Union and individual employers who participate in the Fund and any related investment income. The amount of the hourly contributions is determined by the applicable provisions of collective bargaining agreements.

You may obtain a copy of the collective bargaining agreements under which you work upon written request to the Fund Administrator's office. Copies are available for your examination at the Fund Administrator's office or the Union

hall. A supplemental source of financing is interest or investment income earned on the investments of reserve funds.

9. Identity Of Any Organization Through Which Benefits Are Provided

Issuance of eligibility confirmation numbers, claim processing, claim forms, and payment of claims are provided by:
EXEMPLAR Legal & Benefit Administrative Services, LLC at (925) 680-8890 or (800) 604-0999, www.exemplarlegal.com.

Legal work is done by the listed Participating Panel Attorneys and IRS work by a Participating Panel Accountant firm (see insert in the booklet).

10. Fiscal Year End Date: March 31.

11. Termination Of Individual's Coverage

Termination of coverage provisions are detailed on Page 10 of this Summary Plan Description.

12. Remedies Available Under The Plan For The Redress Of Claims Which Are Denied In Whole Or In Part (Appeal Procedures)

- (a) If your claim is denied in whole or in part by the Plan, you will receive a letter setting out in detail the specific reasons for the denial, specific reference to pertinent policy provisions on which the denial is based, description of any additional material or information necessary for you to perfect the claim and an explanation of why such material or information is necessary, and an explanation of the Plan's claims appeal procedure and your right to bring a civil action under Section 502(a) of ERISA following any adverse benefit determination on appeal.

The Notice of Denial shall be given within 90 days after the claim is filed unless special circumstances require an extension of time for processing the claim. If such an extension is required, you will be sent written notice within 90 days of the time the claim is filed, stating the special circumstances requiring the extension and of the date by which a decision on the claim can be expected. The final date for the decision shall not be more than 180 days from the date the claim is filed. If such notice of denial is not given within the time required, you may proceed to the review stages described in the material that follows as though the claim had been denied.

You or your representative may review the Plan or other documents that pertain to your claim of appeal.

- (b) If your claim to EXEMPLAR Legal & Benefit Administrative Services, LLC is denied, and you believe that the denial of your claim inequitable or unjustifiable, you may further appeal from the denial of your claim by EXEMPLAR Legal & Benefit Administrative Services, LLC to the Trustees of the Trust Fund for relief. This application must be made in writing (signed by you or your representative) delivered to EXEMPLAR Legal & Benefit Administrative Services, LLC within sixty (60) days after the date of EXEMPLAR Legal & Benefit Administrative Services, LLC denial of your claim. The appeal should include a detailed statement of any special facts and circumstances related to your claim and an explanation of why the claim denial is inequitable or unjustifiable and may include written comments, documents, records and other information relating to your claim for benefits. You may obtain, upon written request and free of charge, reasonable access to and copies of, all documents, records, and other information relevant to your claim for benefits. As part of such an appeal the Board of Trustees will take into account all comments, documents, records and other information submitted, without regard as to whether such information was submitted or considered in the initial benefit determination. The appeal must be accompanied by copies of your written claim to EXEMPLAR Legal Administrative Services, LLC and EXEMPLAR Legal & Benefit Administrative Services, LLC's written response. The appeal should be mailed to:

EXEMPLAR Legal & Benefit Administrative Services, LLC
Treat Towers, 1255 Treat Blvd., Suite 300
Walnut Creek, CA 94597

EXEMPLAR will cause your written appeal to be presented to the Board of Trustees, who, in their sole and good faith discretion, may approve or disapprove your appeal.

The Legal Plan Administrator will advise you in writing of the Trustee's decision no later than the date of the meeting that immediately follows the Plan's receipt of a request for review, unless your appeal is filed within thirty (30) days preceding the date of such meeting. In such case, a benefit determination on your appeal shall be made by no later than the date of the second Board of Trustees' meeting following the Plan's receipt of your appeal. If special circumstances require a further extension of time for processing, a benefit determination shall be rendered not later than the third Board of Trustees' meeting following the Plan's receipt of your appeal. If such an extension of time for review is required because of special circumstances, the Legal Plan Administrator shall provide you with written notice of the extension, describing the special circumstances and the date as of which the benefit determination will be made, prior to the commencement of the extension. The Legal Plan Administrator shall notify you of the benefit determination on appeal as soon as possible, but

not later than five (5) days after the benefit determination is made by the Board of Trustees.

If your initial adverse benefit determination is upheld on appeal, the notification of such determination shall contain i) the specific reasons for the denial, (ii) specific reference to pertinent Plan or policy provisions on which the denial is based, (iii) a statement that you are entitled to receive copies of all documents, records and other information relevant to your claim for benefits and (iv) an explanation of your right to bring action under Section 502(a) of ERISA.

- (c) The Trustees of the Fund have the final authority and discretion to consider and make determinations based upon the facts and evidence (as presented), determine the eligibility of all Participants and their eligible Dependents for all benefits provided by the Fund, and to interpret and apply the provisions of the Plan of benefits for Covered Services and Benefits adopted by the Trustees. However, the Trustees shall not be responsible for the denial of any benefit offered by the Fund by the provider of such benefit where the denial of that benefit is not brought to the Trustees' attention by a Participant or Dependent in the manner described in this booklet.

13. Termination of Plan

In the event that the collective bargaining agreements between the contributing employers and the Union terminate or are hereafter amended so as to relieve such employers of any obligation to make contributions to this Fund, then the Trustees, after accounting for any and all monies and property remaining in the Fund, and after the payment of or adequate provision for all liabilities relating to or affecting this Fund, shall use the balance of said monies and property remaining on hand in this Fund to continue the Plan until said monies and other property in said Fund are exhausted.

XI. STATEMENT OF ERISA RIGHTS

As a participant in San Francisco Culinary, Bartenders & Service Employees Legal Services Trust Fund, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:

1. Receive Information About Your Plan and Benefits

Examine, without charge, at the plan administrator's office and at other specified locations, such as work-sites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the plan administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The 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.

2. Prudent Actions 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 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, 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 or exercising your rights under ERISA.

3. Enforce Your Rights

If your claim for a Plan 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 may take to enforce the above rights. For instance, if you request a copy of the plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file 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 administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in 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.

4. Assistance with Your Questions

If you have any questions about the Plan, you should contact the Legal 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.

Eligibility is Administered by:
NORTHWEST ADMINISTRATORS, INC.

1182 Market Street, Suite 320
San Francisco, California 94102
Telephone (844) 492-9157


Benefit Administration Provided by:
**EXEMPLAR LEGAL & BENEFIT
ADMINISTRATIVE
SERVICES, LLC**

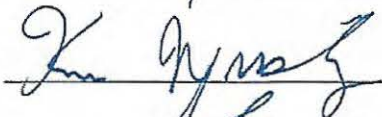
Treat Towers, 1255 Treat Blvd., Suite 300
Walnut Creek, CA 94597
(925) 680-8890 or (800) 604-0999

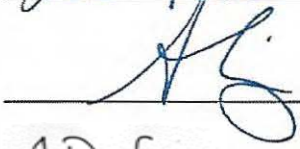
IN WITNESS WHEREOF, the duly authorized representatives of the Board of Trustees has caused this Plan and Summary Plan Description, as amended and restated effective July 1, 2019, executed as of this 1st day of July 2019.

TRUSTEES OF THE SAN FRANCISCO CULINARY, BARTENDERS AND SERVICE
EMPLOYEES LEGAL SERVICES TRUST FUND AND PLAN

UNION TRUSTEES







J.D. Lewis

EMPLOYER TRUSTEES



