



Washington Teachers' Union

Amplifying the Voice of DC Teachers

Jacqueline Pogue Lyons, President

STRIVING FOR EXCELLENCE...

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TABLE OF CONTENTS

A. GENERAL 5

B. ADMINISTRATIVE LAW..... 6

C. CONSUMER LAW..... 6

D. CRIMINAL 7

E. CIVIL LITIGATION 8

F. FAMILY LAW 8

G. REAL ESTATE / LANDLORD TENANT 9

H. WILLS 10

I. PROBATE..... 11

J. MOTOR VEHICLE VIOLATIONS 11

K. IMMIGRATION MATTERS..... 12

L. PERSONAL INJURY AND PROPERTY DAMAGE 12

M. CONFLICTS 13

N. EXCLUSIONS 14

PLAN OF BENEFITS AND DEFINITIONS OF COVERAGE

The following represents the plan of coverage designed specifically for the members of the Washington Teachers' Union (and their dependents) who are covered by the Collective Bargaining Agreement.

Representation of Participants who have matters included in the below described areas of law will be provided by the offices of Robert A. Ades & Associates, P.C. on an unrestricted and unlimited basis with no attorney fees unless otherwise indicated. Any and all matters within the Greater Washington Metropolitan Area (DMV) will be covered under this agreement.

A. GENERAL

1. Legal Consultations: Participants shall be entitled to receive an unlimited number of office and telephone consultations with the Provider.

2. Legal Document Review: Participants shall be entitled to an unlimited number of consultations with the Provider for the purpose of reviewing legal documents.

3. Preparation of Simple Legal Documents: Participants shall be entitled to the preparation of an unlimited number of simple legal documents which shall include, but not limited to, general powers of attorney, limited powers of attorney, bills of sale, affidavits, etc.

4. Notary Service: Participants shall be entitled to the unlimited use of a Notary Public designated by the Provider for the jurisdiction in which the respective office is located.

5. Twenty-Four-Hour-Hotline: A "Hotline" will be available to Participants on a 24-hour basis. In the event of an emergency, the Participant can contact an attorney who will be available to provide necessary legal services in the proper jurisdiction.

6. Required Payments: The Plan does not cover the payment of any fines, penalties, recordation fees, court costs, closing costs, deposition costs, taxes, judgments, money awards of any kind, or any other cost required by government agencies and third parties, for example, stenographers, witness fees and the like. All such costs are to be paid by the Participant.

B. ADMINISTRATIVE LAW

1. Social Security Disability Application: Assistance shall be provided to a Participant in the preparation of a Social Security Disability Application incident to a Participant requesting disability payments.

2. Social Security Reconsideration Application: Assistance shall be provided in the preparation of a Social Security Reconsideration Application incident to the denial of a Participant's request for disability payments.

3. Social Security Appeal Hearing: Participants shall be entitled to representation in any Social Security appeal hearings incident to an initial determination adverse to the interest of the Participant.

4. Veteran's Benefits Application: Assistance shall be provided to a Participant in the preparation of a Veteran's Benefits Application.

5. Veteran's Benefits Appeal Hearing: Participants shall be entitled to representation in any appeal from the denial of veteran's benefits.

6. Unemployment Compensation Application: Assistance shall be provided to a Participant in the preparation of an unemployment compensation application.

7. Unemployment Compensation Appeal Hearing: Participants shall be entitled to representation in any appeal from the denial of unemployment compensation.

8. Arbitration Proceeding: Participants shall be entitled to representation in any arbitration proceeding except those involving the Plan Sponsor, D.C. Public Schools, the D.C. Government or arbitration incident to a malpractice dispute.

C. CONSUMER LAW

1. Bankruptcy With or Without Assets: Representation shall be provided to the Participant for purposes of filing a personal bankruptcy petition regardless of assets.

2. Wage Earners Plan: Participants shall be entitled to representation in the event it is necessary for the Participant to file a wage earners plan pursuant to the Federal Bankruptcy Code.

3. Major Consumer Contracts: Participants shall be entitled to representation in any dispute regarding a consumer contract for the purchase or sale of goods and services.

4. Medical Insurance Claim: Representation shall be provided in a claim by a Participant for medical insurance benefits.

5. Collect/Defend an Action on a Debt: Participants shall be entitled to representation in an action for or against the Participant.

6. Garnishment Action: Representation shall be provided to a Participant in a garnishment proceeding.

7. Excessive Interest and Late Charges: Participants shall be entitled to representation in an action regarding excessive interest and late charges.

8. Furniture and Other Personal Property Repossession: Participants shall be entitled to representation in any type of personal property repossession.

9. Enforcement of Warranties: Representation shall be provided to a Participant in connection with any warranty actions involving products or services

D. CRIMINAL

1. Misdemeanor Charge: Representation shall be provided in connection with any misdemeanor charge brought against the Participant or their dependents.

2. Juvenile Charge: Participants and their dependents shall be entitled to representation for any charge lodged within the juvenile court .

3. Felony Charge: Representation shall be provided in connection with any felony charge brought against the Participant or their dependents.

4. Criminal Domestic Violence Charge: Representation shall be provided in connection with any criminal domestic violence charge brought against a Participant.

5. Civil Domestic Violence Case: Representation shall be provided in connection with any civil domestic violence case brought against a Participant.

6. Civil Protection Order (CPO): Representation shall be provided in connection with any CPO case brought against a Participant.

E. CIVIL LITIGATION

1. Any and all litigation brought in a court of law involving monetary damages regardless of the amount.

F. FAMILY LAW

1. Uncontested Divorce or Annulment: Participants shall be entitled to unlimited representation by the Provider in an uncontested divorce or annulment proceeding.

2. Contested Divorce or Annulment: Participants shall be entitled to unlimited representation by the Provider in a contested divorce or annulment proceeding.

3. Preparation of Ante-Nuptial, Post-Nuptial or Property Settlement Agreements: Participants shall be entitled to unlimited representation regarding the negotiation, preparation, execution or any other matters required or incident to an ante-nuptial, post-nuptial or property settlement agreement.

4. Plaintiff / Defendant in a Contested Support Action: Unlimited representation shall be provided to any Participant in the prosecution or defense of an action to collect, increase or decrease support and maintenance for a Participant and/or the minor children thereof.

5. Plaintiff / Defendant in a Contested Custody and/or Visitation Proceeding: Unlimited representation shall be provided to any Participant who is a Plaintiff or Defendant in any claim by another party for custody and/or visitation rights of the Participant's minor children.

6. Uncontested Adoption: Participants shall be entitled to unlimited representation in an uncontested adoption proceeding.

7. Contested Adoption: Unlimited representation shall be provided to any Participant who is a party in a contested adoption proceeding.

8. Guardianship: Representation shall be provided to a Participant who is a petitioner in a guardianship proceeding.

9. Name Change: Representation shall be provided to a Participant who seeks to have his or her name legally changed by a court of competent jurisdiction.

10. Paternity: Participants shall be entitled to unlimited representation in an action brought to establish paternity of a minor child.

11. Birth Certificate: Representation and services will be provided when necessary to establish a birth certificate, obtain birth information, make corrections, or establish the existence of a birth certificate.

G. REAL ESTATE / LANDLORD - TENANT

1. Landlord / Tenant Consultation: Consultation shall be provided to a Participant concerning any landlord/tenant dispute incident to the Participant's principal residence which consultation shall include a review of the lease/agreement incident to the residence.

2. Landlord / Tenant Negotiations: The Participant shall be entitled to representation regarding negotiations with a landlord or his agent in connection with any landlord/tenant dispute involving the Participant's principal residence including lease negotiations or rental issues.

3. Landlord / Tenant Rental Accommodations: Representation shall be provided to a Participant incident to the Participant being sued for possession of a rental dwelling unit and/or the violation of any lease provision incident to the rental of said unit. Representation shall also be provided regarding an increase in the rent before the local housing rental accommodations commission or any other entity maintaining jurisdiction over rent increases with respect to dwelling units.

4. Real Estate Settlement – Buyer: Representation shall be provided at real estate settlement incident to the purchase of a Participant's principal residence (including a condominium). The services shall include the preparation of all documents* incident to the settlement (when allowed by the lending institution), including preparation and review of real estate sales contracts, provided that said representation shall not include title searches and title insurance costs which shall be paid for directly by the Participant.

5. Real Estate Settlement – Seller: Representation shall be provided incident to the sale of a Participant's principal residence (including a condominium). The services shall include the preparation and review of real estate sales contracts, provided that said representation shall not include title searches and title insurance costs which shall be paid for directly by the Participant.

6. Deed Preparation: Participants shall be entitled to the preparation of deeds and related documents.

7. Mortgage Foreclosure Actions: Participants shall be entitled to representation regarding any mortgage foreclosure action brought against a Participant with respect to the Participant's principal residence.

8. Zoning Violations: Representation shall be provided in any zoning violation charges brought against a Participant with respect to the Participant's principal residence, by local, Federal or State government.

9. Violation of Property Owners' Covenants: Representation shall be provided incident to a Participant being charged with or accused of violating any by-laws, covenants or agreements incident to the ownership of his or her principal residence.

10. Post-Settlement Breach of Warranty: Participants shall be entitled to representation regarding any claim the Participant may have against the seller of real property for breach of warranty in connection with the purchase of the Participant's principal residence.

11. Refinancing of Residence: Representation shall be provided to the Participant incident to the refinancing of the Participant's principal residence (including a condominium). The services shall include preparation of all documents* incident to the settlement (when allowed by the lending institution), provided that said representation shall not include title searches and title costs which shall be paid for directly by the Participant.

*Many lending institutions are preparing their own security instruments and charge the borrower. When allowed, we will prepare the instruments at no charge to the borrower (Participant).

H. WILLS

1. Simple Will: Participants shall be entitled to the preparation of simple wills.

2. Codicil to Will: Participants shall be entitled to the preparation of codicils.

3. Complex Will: Participants shall be entitled to the preparation of wills which shall include, but not limited to, a will with trust, provision for charitable bequest, creation of life estates, etc.

4. Contested Will: Representation shall be provided to Participants in a contested will action, however in Maryland, such representation only includes actions at the orphan's court level.

5. Living Will: Participants shall be entitled to the preparation of living wills.

I. PROBATE

1. Probate of Estate: Representation shall be provided to a Participant regarding the probate administration of an estate provided that the Participant is named the personal representative of the estate, or that incident to the Participant's relationship to the decedent, the Participant is eligible to act as the personal representative of the estate of a decedent who died with or without a will. The Provider shall not charge a fee. However, the Participant/Estate is responsible for costs.

2. Assistance in Administration of Small Estate : The Participant shall be entitled to assistance and representation from the Provider regarding petition for appointment as the personal representative of a small estate or an estate for which no formal probate proceeding is required.

3. Conservatorship: Representation shall be provided to a Participant filing an application for purposes of establishing a conservatorship for an individual, provided that said individual is a relative of the Participant.

4. Guardianship: Representation will be provided to a Participant filing an application for purposes of establishing a guardianship for an individual, provided that said individual is a relative of the Participant.

J. MOTOR VEHICLE VIOLATIONS

1. Driving While Intoxicated: Representation shall be provided to a Participant regarding charges being brought against the Participant for driving while intoxicated. Representation shall cover all court proceeding and include representation at any administrative hearings incident to the charges.

2. Operating After Suspension / Revocation of Driving Privileges: Participants shall be entitled to representation by the Provider in any court hearing regarding any charge against the Participant for operating a motor vehicle after suspension of the Participant's license.

3. Leaving After a Collision: Representation shall be provided to a Participant regarding a charge for leaving the scene of an accident.

4. Fleeing and Eluding a Police Officer: Representation shall be provided to a Participant regarding a charge for fleeing or eluding a police officer.

K. IMMIGRATION MATTERS

1. Visa Petition: Each eligible Participant shall be entitled to assistance and representation from the Provider in the preparation and filing of a visa petition.

2. Naturalization Application: Each eligible Participant shall be entitled to assistance from the Provider in the preparation of a naturalization application.

3. Deportation Hearing: Each eligible Participant shall be entitled to representation in a deportation hearing.

4. Labor Certification: Each eligible Participant shall be entitled to assistance regarding labor certification.

5. Hearing Before the Immigration and Naturalization Service: Each eligible Participant shall be entitled to representation in any hearing before the Immigration and Naturalization Service.

6. I-130 Relative Alien Petition: Each eligible Participant shall be entitled to assistance with filing an I-130 Relative Alien Petition.

7. Political Asylum Application: Each eligible Participant shall be entitled to assistance with the preparation of a political asylum application.

8. Amnesty Application (Single/Family): Each eligible Participant shall be entitled to assistance with the preparation of a Single or Family amnesty application.

L. PERSONAL INJURY AND PROPERTY DAMAGE

1. Percentage: Representation shall be provided to a Participant in legal matters for which counsel is normally compensated on the basis of a contingency fee provided that the Provider shall charge a maximum of fifteen percent (15%) of any recovery obtained by the Participant, either through settlement or trial. In the event that there is no recovery on the claim by the Participant, the Provider will not charge any legal fees.

2. Expenses: In the event the Provider represents a Participant in a matter as described in "1" above, the Participant shall pay or reimburse the Provider for all costs incurred incident to said representation, including but not limited to, court costs, police and medical records/reports, depositions and expert witness fees.

3. Representation of Plaintiff in Property Damage Cases:

Representation shall be provided to Participant acting as a plaintiff in actions involving damage to property.

4. Defense of Personal Injury and Property Damage Cases:

Representation will be provided to a Participant in defense of any action involving personal injury or property damage, provided however, that no representation will be provided in such actions for which Participant has applicable third-party insurance coverage, unless the claim exceeds the scope of the coverage.

5. Insurance Claims: Participants shall be entitled to assistance in the preparation and filing of insurance claims.

M. CONFLICTS

Participants:

1. In the event that a legal controversy arises where two or more bargaining union Participants have conflicting or potentially conflicting interests as defined by the D.C. Rules of Professional Conduct, legal representation shall be afforded as follows:

The Provider shall provide the Participants with a list of qualified attorneys available to represent each Participant. Upon selection of an attorney from said list, the Provider shall pay and be responsible for the payment of legal fees incurred to a maximum of Eight Hundred Dollars (\$800) per Participant per case. In the event the Participant does not select an attorney from such list, the Provider shall have no responsibility for the payment of legal fees.

2. In cases of divorce and/or other types of contested domestic relations cases, i.e., custody, child support, etc., legal representation shall be afforded as follows:

The Provider shall only represent the Participant on whose behalf contributions are made and shall have no responsibility to his or her spouse in any way. If both spouses are members of the bargaining unit, the provision of Paragraph "1" of this section will be followed.

Notwithstanding the benefit coverage sections of the Plan, legal representation will not be provided for the following matters:

N. EXCLUSIONS

- 1.** Any case brought by or against any local labor organization, including but not limited to, AFSCME, AFGE, NAGE, FOP, US Capitol Police, WTU, DC Firefighters Local 36, SEIU, Teamsters Local 639, Warehouse Employees Local 730; Council of School Officers, Local 4;
- 2.** Any case brought by or against the Government of the District of Columbia or District of Columbia Public Schools;
- 3.** Any type of business or corporate representation;
- 4.** Participation in class action or as amicus curiae, except if the Provider determines that services under the Plan will most appropriately be provided by use of a class action or amicus curiae, which decision shall be approved by the Plan Sponsor. Such approval shall be deemed to have been given if the Provider provides written notification to the Plan Sponsor of its proposal to commence a class action or participate as an amicus curiae and the Plan Sponsor does not reject such proposal within 30 days of the receipt of such notification;
- 5.** Any matter that is deemed specious, capricious, frivolous, without merit or brought for the purpose of harassment;
- 6.** Patents and copyright matters;
- 7.** Preparation of Federal or State tax returns;
- 8.** Disputes involving the Government of the District of Columbia, D.C. Public Schools, any local labor unions or their officers and agents, including but not limited to, labor disputes and workers compensation matters;
- 9.** Disputes involving any employee benefit plan in which the Employer or unions participate or a provider of services to such a plan;
- 10.** Matters where legal services are available to the Participant free of charge, such as a matter in which an insurance company will provide legal counsel, litigation involving a governmental agency or legal matters in which the Participant is entitled to legal representation by an employer or other third party; provided however, this exclusion shall not be interpreted to preclude representation where a Participant is eligible for free legal representation because of his financial circumstances;
- 11.** Disputes between Participants subject to the Conflicts provision of the contract;

- 12.** All matters on any Appellate level;
- 13.** Matters pertaining to trade or business;
- 14.** Matters pertaining to management, conservation or preservation of property held by a Participant for the production of income; and
- 15.** Any legal proceeding or cause of action in progress prior to the Participant's effective date of participation in the Legal Plan.

