

PLASTERERS' LOCAL 8 HEALTH AND WELFARE FUND
PRE-PAID LEGAL SERVICES
PLAN OF BENEFITS

ELIGIBILITY

A participant who is eligible for full-time benefits from the Plasterers' Local 8 Health and Welfare Fund shall also be eligible for the pre-paid legal benefits set forth in the Summary Plan Description. Loss of eligibility for benefits in the Health and Welfare Fund shall result in the termination of eligibility for these pre-paid legal service benefits.

Before a participant shall be eligible for receiving legal services, he/she shall be required to execute an agreement with the law firm providing the benefits acknowledging his/her responsibility to pay for any legal services that may be incurred after the loss of eligibility. The participant shall not be billed for covered services provided during the time the participant is eligible for benefits.

The spouse of a participant in the Health and Welfare Fund is only eligible for limited benefits. Those benefits are specifically set forth in the section below on labeled "Legal Service Provided".

AMENDMENT OF PLAN AND BENEFITS

The benefits set forth in this Plan of Benefits ("Plan") may be amended, modified, added to, subtracted from, changed, or terminated by the Trustees of the Plasterers' Local 8 Health and Welfare Fund at any time subject to the provisions of the Trust Agreement.

BOARD OF TRUSTEES

The Board of Trustees of the Plasterers' Local 8 Health and Welfare Fund are responsible for the general administration of the Plan. The Trustees are the "Fiduciaries" as defined under the Employee Retirement Income Security Act of 1974 (ERISA).

LEGAL NOTICE

All Legal Notices should be filed with the Trustees of the Plasterers' Local 8 Health and Welfare Fund c/o Benefit Processing, Inc. 20 Brace Road, Suite 114 Cherry Hill, NJ 08034-2635

TERMINATION OF COVERAGE

Loss of coverage for full-time health benefits shall automatically result in a loss of coverage for pre-paid legal services benefits.

If the terminated employee thereafter continues representation with the provider, that employee shall be responsible for costs of all legal services from the date of such termination.

Coverage will also terminate on the first day of the month following layoff or in the event of an authorized leave of absence.

DENIAL OF CLAIMS AND APPEAL PROCEDURES

In the event of any dispute or claim arising pursuant to the terms of this Plan between a covered person and the Plan, such dispute or claim shall be submitted by the covered person to the Board of Trustees. The decision of the Board of Trustees shall be binding. However, the covered person may request a review of any denied claim by writing, within sixty (60) days of receipt of denial notice, to the Board of Trustees. This written request for review shall state the reasons why the covered person contends that the claim should not have been denied and shall include any other additional evidence which supports that contention. The Board of Trustees will review such appeal within one hundred twenty (120) days from receipt of the appeal request and shall notify the covered person of its decision in writing. The decision of the Board of Trustees shall be final and binding in this matter.

ETHICAL STANDARDS

The services provided herein shall be provided by the attorneys in accordance with the professional and ethical standards required of attorneys in the jurisdictions in which they practice. The participant receiving covered services shall be the client of the attorney providing the representation. The attorney's professional obligations shall be exclusively with such clients.

EXERCISE OF DISCRETION

The Plan attorneys shall be free to exercise the right to refuse to provide legal services or representation for any matters which they believe to be clearly without merit or frivolous. The Plan attorneys shall be free to terminate the attorney/client relationship for the same reasons and on the same basis as would a private attorney representing the client pursuant to those rules of professional responsibility governing the attorney/client relationship.

LEGAL SERVICES PROVIDED

All covered persons shall be entitled to the following services without limitation as to time, except as stated.

1. Consultation with an Attorney: This benefit provides covered persons with an opportunity to consult with an attorney concerning any legal question whatsoever with the exception of any matter dealing with your Participating Employer, the union or one of the Plasterers' Local 8 employee benefit funds. You are encouraged to consult with your attorney before entering into any arrangement or transaction which may have legal implications.
2. Wills: You are entitled to have a Last Will and Testament, Power of Attorney and Living Will prepared and executed under the supervision of an attorney from the participating law firm. This benefit is provided as your personal circumstances warrant. In some cases, changes can be accomplished by a codicil or modification of the Will. This benefit provides for consultation with an attorney as to the necessity for a Will, if required. The benefit also provides for consultation with respect to whether a covered person is, or should be recognized as a beneficiary, heir, or next of kin. This service does not include

administration of estates or preparation of tax returns. It does not include representation in litigation over the terms of a will or the distribution of an estate that is contested. It does not include providing tax advice with respect to the creation of an estate plan. In addition, the benefit will not pay for the creation of any trusts whether in combination with wills or separate there from.

3. Representation in Domestic or Marital Matters: You are entitled to 40 hours per matter of representation in domestic or marital matters including:

- a. Uncontested divorce
- b. Contested divorce
- c. Property settlement
- d. Support and visitation cases
- e. Equitable distribution problems
- f. Abandonment cases
- g. Custody of children
- h. Annulments
- i. Paternity cases

A matter in this category shall include all subsidiary matters, so that, for example, a divorce that includes a custody dispute and support and visitation disputes shall be considered one matter.

This service also includes the filing of a complaint for divorce, separate maintenance or annulment, and defense of any marital action instituted against you.

Since there is a potential conflict of interest in representing the covered member and his spouse, ethics require that this service and any consultation relating to domestic or marital matters be limited to the participant only. There shall be no coverage for non-participant spouse in a domestic or marital matter involving the participant spouse. If the marital dispute is between two covered participants, neither will be eligible for the benefit.

Because of the limitation on coverage under the Plan to "40 hours per matter of representation in domestic or marital matter," and because some such domestic or marital matters are more complex than others, it is possible that your matter will require more legal services than are covered by the Plan. In such a case you will be personally and legally responsible for payment of any fees beyond those covered by the Plan. The fees charged by the Plan attorneys will be at a rate that is discounted from the usual and customary fees charged by the Plan attorneys for work of a similar kind charged to non prepaid legal clients. You will be asked by the Plan attorneys at the outset of their representation of you to consent and agree to such personal responsibility in writing and to sign that document. This will be a legally binding commitment on your part. If the 40-hour limitation on covered services is about to be exceeded you will be notified in writing of this fact by the Plan attorneys. You will have a period of ninety (90) days from such written notice to set up a payment plan by you for the additional legal services performed by the Plan attorneys.

If you fail to set up this payment plan within such timeframe or fail to comply with such established plan for payment, the Plan attorneys have been directed to terminate any future legal services for you under the Plan in conformity with the rules of professional responsibility governing such matters.

4. Representation in Adoption Proceedings: You are entitled to full and complete representation in all phases of agency and non-agency adoption proceedings consistent with applicable state statutes.

5. Personal Injury: Covered persons are entitled to consultation with an attorney in regard to any personal injury matter. This Plan does not cover lawsuits by you as Plaintiff against another person. Additionally, you will be provided with advice and assistance in the processing and collection of any Personal Injury Protection Benefit that you are entitled to as a result of a motor vehicle accident.

6. Real Estate: Representation under this benefit involves the review and examination of all documents concerning the purchase, sale or transfer of the covered member's principal residence. This includes the time of an attorney in representing you at a closing. This benefit shall include four (4) hours of an attorney's time for the preparation of an agreement of sale. Where the participant is married coverage shall include coverage for the participant's spouse.

NOTE: Covered persons are urged to consult their attorney before signing documents relating to the purchase or sale of their property.

7. Landlord/Tenant Disputes: You are entitled to representation in any matter involving claims against you as a tenant up to 15 hours per year of Covered representation. Where the participant is married, coverage shall include coverage for the participant's spouse provided that the parties are residing in the same household.

8. Document Preparation and Review: This service includes examination and preparation of

- a. Contracts for purchase
- b. Contracts for sale
- c. Transfers
- d. Assignments
- e. Powers of Attorney
- f. Notary service
- g. Leases
- h. Releases
- i. Settlements
- j. Review of home improvement documents
- k. Review of retail installment contracts

1. Review of warranties of goods and services

Where the participant is married, coverage shall include coverage for the participant's spouse provided that the parties are residing in the same household.

9. Settlement Negotiations: You are entitled to have an attorney assist you in the negotiation of any covered personal legal problem.

10. Representation in Personal and Wage Earner Bankruptcy: In the event of personal financial crisis, a covered member is entitled to complete representation in individual non-business bankruptcy proceedings. Covered services shall terminate if the participant fails to abide by the terms of a reorganization plan approved by the bankruptcy court or by any voluntary agreement entered into between the participant and a creditor. This benefit is limited to one bankruptcy filing every five (5) years. This benefit covers the joint bankruptcy filing for a husband and wife, but excludes the filing of an individual bankruptcy filing for a non-participant spouse.

11. Civil Actions: You will be defended in any civil lawsuit brought against you in any court, except as to courts of limited jurisdiction as stated in exclusions and limitations. This benefit is limited to forty (40) hours of representation per matter.

12. Traffic Offenses: You will be provided with representation in Municipal Court or its equivalent for any charge of driving while under the influence of alcohol or drugs. This service is limited to one (1) use per calendar year per family.

13. Representation in Criminal or Juvenile Court Matters: This benefit will provide for representation on all misdemeanors and offenses of the fourth degree (no felonies). In New Jersey this includes representation on all disorderly persons and petty disorderly violations but will exclude high misdemeanors and offenses of the first, second and third degree. This service further provides for representation in Juvenile Court. This service is limited to one (1) criminal and one (1) juvenile matter per family in a calendar year. This benefit is available for the Unmarried Children of a participant if still covered as a dependent under the Health and Welfare Plan.

14. Consumer Affairs: This service will provide for advice and assistance in certain phases of consumer affairs as a defendant including:

- a. Buying and selling of goods
- b. Breach of warranties
- c. Problems with service persons
- d. Credit matters
- e. Difficulties with banks and finance companies
- f. Consumer fraud

This benefit does not include the representation of the participant in litigation except as set forth in paragraph 11 above.

EXCLUSIONS AND LIMITATIONS

The following matters are not covered by the Plan of Benefits.

Preparation of tax returns;

In any matter where an attorney is normally paid by a contingent fee, such as a personal injury or worker's compensation case, or where the fee is provided by statute or by order of the Court from a fund sub judice

In any action, matter or proceeding instituted or started prior to institution of this plan or your eligibility in same

In guardianship and incompetency proceedings;

Landlord and tenant matter hours beyond the maximum of (15) hours in any calendar year

Hours which are in excess of the forty (40) as set forth above under Domestic or Marital matters and Civil Actions;

Appellate matters to any court or administrative agency after an initial ruling;

Civil proceedings under the jurisdiction of the Municipal Court, Small Claims Division County District Court, District Justice Court, Justice of the Peace Court, District Magistrates Court or similar small claims courts;

Proceedings in any jurisdiction other than Pennsylvania (Philadelphia, Bucks, Chester, Montgomery and Delaware Counties only) or New Jersey

For any proceeding where services are available or provided through another plan or other means (example insurance defense). This does not apply to the criminal area where the voluntary public defender, etc., is available

In any civil action where the participant is bringing an affirmative action as a plaintiff

In any matter involving the participant with respect to his own business interests or with respect to income producing property;

In any action involving a Participating Employer who contributes or did contribute to this Plan, the Local Union or its officers, the attorneys providing service under this Plan, the Plasterers' Local 8 Pension, Health and Welfare, Annuity or Apprenticeship Funds, the Administrator of the Plan, or any matter arising out of a collective bargaining agreement and the benefits provided thereunder;

Class action, interventions, Amicus Curiae filings or other matters not involving the personal, immediate and direct interest of the covered person

For duplication of services previously claimed and relating to the same cause of action if the matter occurs or arises within twelve (12) months of each other;

Anything not specifically covered in the benefit section of this Plan;

In any matter that would not be considered to be personal legal services under Internal Revenue Service regulation Section 1-120-2, including but not limited to matters involving individual, commercial, corporate or partnership interests or obligations, business pursuits, profit-making ventures, patents or copyrights.

OUT OF POCKET EXPENSES

Out of pocket expenses such as filing fees, court costs, assessments, penalties, deposition costs, fines, witness fees, investigation expenses, formal printing (not copying) costs, longdistance telephone use, title searches, insurance policies, bonds, transfer taxes, settlement fees and survey costs, and other expenses are not considered covered legal services and are the responsibility of the participant. The provider of legal services may require that the participant agree, in writing, to pay these costs before providing legal services. Also, where it is likely that such costs will be incurred by the provider, the provider may require that the participant advance those costs before starting its representation.

SUBROGATION

From time to time the provider of legal services may be able to obtain an award of counsel fees as the result of litigation pursued on behalf of the participant. The Trustees shall be subrogated to any counsel fee awarded by a court of competent jurisdiction to a party for any matter covered under the Plan.

DEFINITIONS

For the sole purpose of the Fund:

1. Spouse--One who resides in same household.
2. Unmarried Children--(including adopted, step or foster) under age nineteen (19) who have the same residence as the covered member and who are dependent upon such member for support and maintenance. This restriction will be waived if the child is either physically or mentally incapacitated and is dependent on the member for support. Children who are twenty-four (24) and under who are full-time students and dependent on the member for support will also be covered.
3. Covered Member--Any eligible member of Plasterers' Local 8 who is eligible for health benefits from the Plasterers' Local 8 Health and Welfare Fund.
4. Covered Person--Any covered member, his spouse and unmarried children.
5. Plan Jurisdiction--The coverage under this Plan is limited to and applicable to matters which occur only in the States of Pennsylvania and New Jersey.
6. Plaintiff--A person who sues or institutes a personal action, seeking a remedy for injury to his rights.
7. Defendant --The person sued in an action; the party against who relief or recovery is sought in a lawsuit.
8. Respondent--The party called upon to answer an appeal, a petition, or a bill in a proceeding in equity.

9. Amicus Curiae--A friend of the Court (one not a party to a lawsuit) who volunteers assistance to the Court on matters of law.

10. Instituted--The commencement of any legal proceeding, and specifically as to civil and criminal matters:

a. Civil Matters--The time legal process is served.

b. Criminal Matters--At the time of the first to occur: (1) Actual arrest, or (2) Issuance of a warrant for arrest.

11. Attorney--Any person licensed to practice law and employed by the provider of services under contract to the Fund.

12 Contested Divorce--Any suit for divorce in which any marital issue (support, visitation, custody, equitable distribution of property, etc.) is contested.

COMPLAINT PROCEDURE

If you have a complaint regarding the denial of services by a Plan attorney, first call the supervising attorney for the Plan, Bruce E. Endy, Esq. at (215) 732-0101. If you feel that you do not receive satisfaction in regard to your complaint, then you may file a written complaint setting forth all the facts to the Trustees of the Plan. Upon request, the Trustees will provide you with the Procedures for Appealing a Claim.

PREPAID SERVICE PLAN

In order to use the benefits and services provided under the Plan, you simply telephone the Law Office of Spear Wilderman Borish Endy Spear & Runckel, PC to arrange an appointment.

When calling, please specifically indicate that you are calling to use your benefits under your "PREPAID SERVICES PLAN" and give your local Union Identification.

The telephone and address information for the law offices of Spear Wilderman Borish Endy Spear & Runckel, PC is as follows:

In Pennsylvania:

230 S. Broad Street, Suite 1400

Philadelphia, PA 19102

(215) 732-0101

Fax: (215) 732-7790

In New Jersey:

1040 Kings Highway North, Suite 202

Cherry Hill, NJ 08034

Telephone: (856) 482-8799

Fax: (856) 482-0343

Please note that arrangements will be made for evening and Saturday appointments as the need arises. If you should have an emergency during non-business hours, please call the above numbers and indicate to the operator that you have an emergency matter and must speak with an attorney. Give the operator a telephone number where you can be reached and an attorney will call you back shortly.

**SUMMARY PLAN DESCRIPTION INFORMATION REQUIRED BY THE
EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 (ERISA)**

The Employee Retirement Income Security Act of 1974 requires that each participant of the Plan be furnished with a statement as to the participants' rights under the Plan. The following information supplements the information contained in the Official Plan Booklet. For your further guidance, copies of all Plan documents and related financial statements are available for your inspection at the Fund Office:

1. Plan Name and Address: Plasterers' Local 8 Health and Welfare Fund, Prepaid Legal Services Plan, c/o Benefit Processing, Inc. 20 Brace Road, Suite 114, Cherry Hill, NJ 08034-2635
2. Plan Identification Number-- The Employer Identification Number (EIN) assigned to the Board of Trustees is 23-1477739.
3. Plan Administrators and Fiduciaries--The Trustees of the Plasterers' Local 8 Health and Welfare Fund, functioning in their capacity as Trustees under the terms and conditions of the Agreement and Declaration of Trust, are responsible for the administration of the Plan and are the Plan Fiduciaries as defined under the Employee Retirement Income Security Act of 1974.

The Contract Administrator of the Pre-paid Legal Services Plan is: Benefit Processing, Inc. 20 Brace Road, Suite 114, Cherry Hill, NJ 08034-2635

The address of the Trustees is shown in item 1 above.

4. Plan Sponsors--The Employers and Unions participating in the Plan are the Plan Sponsors. A complete list of these organizations may be obtained by written request to the Plan Administrators.
5. Legal Service--Service of legal process may be made on the Plan Administrator (Board of Trustees)
6. Collective Bargaining Agreements--The Plan is financed by Employer contributions made in accordance with the terms and conditions of Collective Bargaining Agreements between the Unions and Employers in the Industry. Copies of the Agreement covering participants of the Plan may be secured at your respective Local Union Office.

A list of Participating Employers may be obtained from the Fund Office.

7. Pension Plan Guaranty Corporation--The benefits under this Plan are not insured by the Pension Benefit Guaranty Corporation.

8. Plan Year and Financial Reports--The Plan maintains its financial records on a fiscal year basis commencing each January 1 and ending December 31. All governmental filings relating to the financial status of the Plan are reported on the foregoing basis.

9. Fund Auditor: Novak Francella

10. Eligibility for Benefits--The Plan's requirements with respect to eligibility for benefits are shown in the Summary Plan Description for the Plasterers' Local 8 Health and Welfare Fund.

11. Participants' and Beneficiaries' Rights Under ERISA--As a participant in the Plasterers' Local 8 Health and Welfare Fund, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974. ERISA provides that all Plan participants shall be entitled to:

Examine without charge, at the Plan Administrator's office, all Plan documents, including insurance contracts, collective bargaining agreements and copies of all documents filed by the Plan with the U.S. Department of Labor, such as annual reports and descriptions;

Obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator. The Administrator may make a reasonable charge for the copies. Receive a summary of the Plan's annual financial report;

File suit in a Federal Court, if any materials requested are not received within 30 days of the participant's request, unless materials were not sent because of matters beyond the control of the Administrator. The court may require the Plan Administrator to pay up to \$110 for each day's delay until the materials are received.

ERISA Regulations Also Provide the Following Safeguards:

- Your Employer may not fire you or discriminate against you to prevent you from obtaining a welfare benefit or exercising your rights under the Plan.
If you are improperly denied a welfare benefit, you have the right to file suit in a Federal or State Court.
- If the Plan Fiduciaries are misusing the Plan's money, you may file suit in a Federal Court or request assistance from the U.S. Department of Labor-Management Service Administration.

Legal Counsel to the Board of Trustees for the legal services benefit is:

Fred D'Angelo
Klett, Rooney, Lieber & Schorling
Two Logan Square, 12th Floor
Philadelphia, PA 19103