

**UNITE HERE**  
**LEGAL PLAN**  
**SUMMARY PLAN DESCRIPTION**

**EIN 36-3344005**

**MARCH 1, 2021**

91344263v.2

All services under the UNITE HERE Legal Plan are provided by the following Provider:

Georges & Synowiecki Ltd.  
20 S. Clark Street, Suite 400  
Chicago, IL 60603

Telephone: 312-861-0808

\*\*\*\*\*

NOTICE

Dear Employee:

Your employer and the officers of the Chicago Joint Executive Board of UNITE HERE and Local No. 1 and Local No. 450 have entered into an agreement to provide you with pre-paid legal services. The plan governing the provision of those services is entitled the “UNITE HERE Legal Plan” (hereinafter referred to as the “Plan”).

This Summary Plan Description describes the administration of the Plan and summarizes the requirements of eligibility and benefits to be provided under the Plan. To the extent that this Summary Plan Description is inconsistent with the documents governing the Plan or the detailed resolutions of the Trustees, the provisions of said documents and resolutions will govern, notwithstanding any statements contained in this Summary Plan Description. The Trustees reserve the right to change or discontinue the benefits at any time.

This booklet is a restated Summary Plan Description booklet for the Plan. It describes the Plan in effect on March 1, 2021.

Sincerely,

THE TRUSTEES

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## **INTRODUCTION TO THE UNITE HERE LEGAL PLAN**

The Employee Retirement Income Security Act of 1974 (ERISA) requires that certain information be furnished to each participant in the Plan. The following information is provided to help you identify this Plan and the people who are involved in its operation.

### **CLASSES OF EMPLOYEES**

This Summary Plan Description has been prepared for employees on whose behalf the Chicago Joint Board and Local Union Nos. 1 and 450 have entered into Collective Bargaining Agreements in which an employer has agreed to make contributions to a pre-paid legal plan fund for each of its regular, part-time, banquet steady and banquet extra employees eligible to participate in the plan for the purpose of providing legal services to such employees.

### **NAME OF PLAN**

The name of the Plan is the “UNITE HERE Legal Plan” applicable to Chicago area hotel and restaurant industry employees.

### **FUNDING**

The employer contributions are received and held in trust by the Board of Trustees. All benefits are provided by the Fund through an agreement between the Plan and the Provider.

### **BOARD OF TRUSTEES**

The “Board of Trustees” is the Board of Trustees of the UNITE HERE Legal Plan which consists of an equal number of employer and union trustees appointed by the unions and employers or employer associations who are parties to the Collective Bargaining Agreements. The names and addresses of the present Trustees are:

**UNION TRUSTEES**

**Ms. Karen Kent (Secretary)**

President  
UNITE/HERE Local 1  
218 S. Wabash, Suite 700  
Chicago, IL 60604  
Phone: (312) 663-4373  
Email: [kkent@unitehere1.org](mailto:kkent@unitehere1.org)

**Mr. Lou Weeks**

Executive Vice President  
UNITE/HERE Local 1  
218 S. Wabash, Suite 700  
Chicago, IL 60604  
Phone: 312-663-4373  
Email: [lweeks@unitehere1.org](mailto:lweeks@unitehere1.org)

**Mr. Alfonso Garcia**

President  
UNITE/HERE LOCAL 450  
7238 W. Roosevelt Road  
Forest Park, IL 60130  
Phone: 708-771-8700  
Email: [agarcia@unitehere450.org](mailto:agarcia@unitehere450.org)

**PLAN SPONSOR**

This Plan is sponsored by the Board of Trustees.

**TYPE OF ADMINISTRATION**

Third-party administration, designated and contracted for by the Board of Trustees.

**PLAN ADMINISTRATOR AND ADMINISTRATIVE MANAGER**

Plan Administrator:

The Board of Trustees

**EMPLOYER TRUSTEES**

**Mr. Arnold Karr (Chairman)**

Karr & Associates  
1228 Depot Street, 1-C  
Glenview, Illinois 60025  
Phone: (847) 477-7805  
Email: [afkarrinc@aol.com](mailto:afkarrinc@aol.com)

**Mr. Russ Melaragni**

Melaragni Consulting Group, Inc.  
233 E. Wacker Drive #2004  
Chicago, IL 60601  
Phone: 630-291-4744  
Email: [russ@melaragniconsulting.com](mailto:russ@melaragniconsulting.com)

**Ms. Nancy Lally**

Regional Director, HR  
Hilton Employer Inc.  
7930 Jones Branch Drive  
McLean, VA 22102  
Phone: (312) 446-2291  
Email: [nancy.lally@hilton.com](mailto:nancy.lally@hilton.com)

Administrative Manager:

Zenith American Solutions  
2625 Butterfield Road, Suite 208E  
Oakbrook, IL 60523  
Telephone: (312) 649-1200

**AGENT FOR SERVICE OF LEGAL PROCESS**

The Plan Administrator above. However, service of legal process may also be made upon any Trustee.

**HOW TO CONTACT THE TRUSTEES OR ADMINISTRATOR**

If you need information or documents concerning the Plan, you may contact the Trustees or the Administrator at the Plan Administrative Manager's office (see the "Plan Administrator and Administrative Manager" section).

**PLAN IDENTIFICATION NUMBER**

The employer identification number (EIN) assigned to the Board of Trustees by the Internal Revenue Service is 36-3344005.

The Plan identification number (PN) assigned by the Board of Trustees in accordance with IRS instructions is 501.

**TYPE OF PLAN**

This Plan is a welfare benefit, pre-paid legal services plan designed to provide you with competent Plan attorneys available to give you personal legal assistance and represent you in various areas of the law.

**DESCRIPTION OF COLLECTIVE BARGAINING AGREEMENTS**

This Plan is maintained pursuant to one or more Collective Bargaining Agreements. These agreements generally provide that the employers who are parties thereto will make contributions to the Plan for the purpose of enabling the employees working under such agreements to participate in the Plan.

Provisions in the Collective Bargaining Agreement determine the rate at which employers contribute to the Plan and the employees on whose behalf contributions are made.

The labor organizations that are parties to the aforementioned bargaining agreements applicable to this Plan are the: Chicago Joint Board of UNITE HERE; UNITE HERE, Local No. 1, and UNITE HERE Local No. 450.

### **SOURCE OF CONTRIBUTIONS**

The Plan is funded through employer contributions, the amount of which is specified in the respective Collective Bargaining Agreements.

### **ELIGIBILITY**

Eligibility is contingent upon your Employer making the monthly contributions required by the Collective Bargaining Agreement.

If there is no longer any Collective Bargaining Agreement between your employer and one of the Unions requiring contributions to the Fund, your eligibility will cease. If your employer is required to make contributions but is delinquent, eligibility may be terminated or suspended until your employer makes the contributions required of him.

Additional rules on eligibility are located under the Sections titled “Eligibility Rules for Chicago Area Hotel Employees” and “Eligibility Rules for Chicago Area Restaurant Employees”.

### **PLAN YEAR**

The records of the Plan are kept separately for each Plan year. The Plan year begins April 1 and ends on March 31.

## **CLAIMS AND APPEALS PROCEDURES**

### **INITIAL BENEFIT CLAIM PROCEDURES**

Claims for benefits may be submitted to the Administrative Manager named above (who, in the context of this “Claims Procedures” section, is referred to as the “Claims Administrator”) in accordance with the claims procedures described in this “Initial Benefit Claim Procedure” subsection.

You or any other person entitled to benefits from the Plan (a “Claimant”) may apply for such benefits by completing and filing a claim with the Claims Administrator in accordance with the Claims Administrator’s claim filing guidelines. In general, claims must be filed in writing with the Claims Administrator. Any claim must include all information and evidence that the Claims Administrator deems necessary to properly evaluate the merit of and to make any necessary determinations on a claim for benefits. If a claim is received, but there is not enough information to process the claim, you will be given an opportunity to provide the missing information.

A casual inquiry about benefits or the circumstances under which benefits might be paid under the Plan is not a “claim” under these rules, unless it is determined by the Claims Administrator that your inquiry is an attempt to file a claim.

If you want to bring a claim for benefits under the Plan, you may designate an authorized representative to act on your behalf so long as you provide written notice of such designation to the Claims Administrator identifying such authorized representative. The Claims Administrator will notify the Claimant of any adverse benefit determination within a reasonable period of time, but not later than 90 days after receipt of the claim. This period may be extended one time by the Plan for up to 90 days, provided that the Claims Administrator both determines that such an extension is necessary due to matters beyond the control of the Plan and notifies the Claimant, prior to the expiration of the initial review period, of the circumstances requiring the extension of time and the date by which the Plan expects to render a decision.

If a claim is wholly or partially denied, the Claims Administrator will provide the Claimant with a notice identifying (1) the reason or reasons for such denial, (2) the pertinent Plan provisions on which the denial is based, (3) any material or information needed to grant the claim and an explanation of why the additional information is necessary, and (4) an explanation of the steps that the Claimant must take if he wishes to appeal the denial including a statement that the Claimant may bring a civil action under ERISA.

## **APPEAL PROCEDURES**

If benefits are denied in full or in part, or are not acted upon within a reasonable time, the Claimant (or his duly authorized representative) may (1) review and copy all pertinent Plan documents relating to the denial, and (2) make a written request in accordance with the following procedures for a review of the decision. Any request for a review of an adverse benefit determination must be submitted within 180 days of such determination.

If a Claimant wishes to seek review by the Trustees of the denial of benefits, such Claimant may forward a letter (by registered or certified mail, postage prepaid) to:

Board of Trustees  
UNITE HERE Legal Plan  
2625 Butterfield Road, Suite 208E  
Oakbrook, IL 60523

A copy should be sent to Fund Counsel as follows:

Kevin D. Kelly  
Locke Lord LLP  
111 S. Wacker Dr., Suite 4300  
Chicago, IL 60606  
kkelly@lockelord.com

The appeal must be set forth in writing and must describe the services requested and the reason why you believe benefits should not have been denied. You may provide any comments, statements or documents that you have to support your position. If possible, the appeal should identify the attorney to whom the request for services was made and/or the attorney who notified the Claimant that the request for services was being denied.

The appeal should also identify the following information:

- a. Hotel/restaurant at which the Claimant is employed;
- b. Claimant's home address;
- c. Claimant's home telephone number or telephone number at which the Claimant may be contacted.

The Chair of the Board of Trustees or his designee will consider the request for review and make an investigation of the facts contained therein. The Chair or his designee may request the Claimant to furnish additional information as deemed necessary to make a proper determination

of the request for review or, at his discretion, may request the Claimant to appear before the Board or a Committee thereof, or such other person as the Board may designate for the purpose of presenting further evidence or arguments in support of the Claimant's position.

After investigation and a full and fair review of the results thereof and of the request for review, the Chair, his designee or the Board will render a decision on the request for review. The decision will be made within 60 days after the receipt of the request for review, unless there are special circumstances requiring an extension of time for processing, in which event, the decision will be rendered within 120 days after receipt of the request for review. If the Board utilizes the 60-day extension of the review deadline, it will notify you in writing of the extension prior to the expiration of the initial 60-day review period. The notice of extension will describe the special circumstances that necessitated the extension and when a decision can be expected.

The decision will be written in a manner calculated to be understood by the Claimant, and will include specific reasons for the decision; specific reference to the pertinent Plan provisions on which the decision is based; a statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claimant's claim for benefits; and a statement regarding your right to bring a lawsuit under Section 502(a) of ERISA. The decision will be final and will be considered the decision of the Plan, unless any two trustees request that a hearing be held to allow the Claimant to personally present his/her appeal to the full Board.

In the event the Board is unable to render a decision by reason of being deadlocked, in whole or in part, the matter so deadlocked will be submitted to an impartial arbitrator selected by the Board. If the Board is unable to agree on an arbitrator, the American Arbitration Association will be requested to appoint an arbitrator to decide the matter. The decision of the arbitrator will be final and binding on the Plan, the participant and Trustees, provided, however, the arbitrator will have no authority to alter or amend the Plan under which the request for review of benefit denial has been made. The cost of the arbitrator will be borne by the Plan.

#### **AVAILABILITY OF PLAN DOCUMENTS AND PARTICIPANT'S RIGHTS**

As a participant of the Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan participants will be entitled to:

- (1) Examine, without charge, at the Plan Administrator's office, located at 2625 Butterfield Road, Suite 208E, Oakbrook, IL 60523, between the hours of 8:30 a.m. and 4:45 p.m., Monday through Friday, except holidays, and at other specified locations, such as worksites and union halls, 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 Plan descriptions.

- (2) 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.
- (3) 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 financial report.

In addition to creating rights for Plan participants, ERISA imposes duties upon the persons who are responsible for the operation of the 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.

If your claim for a benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Plan review and reconsider your claim.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a 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 pursuant to Section 502(a) of ERISA.

If it should happen that the 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).

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement of your rights under ERISA, you should contact the nearest Area 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 NW., Washington, DC 20210.

NOTE: The above section tells you the types of information (disclosure information) you are entitled to get from the Plan. You may also make a written request to the Plan Administrator for information as to whether or not a particular employer participates in the Plan and, if so, the address of the Participating Employer.

\* \* \* \* \*

### **PROVISIONS REGARDING PLAN TERMINATION**

This UNITE HERE Legal Plan may be terminated under certain circumstances, for example, if future Collective Bargaining Agreements do not require employer contributions to the Plan.

If it should happen that the Plan is terminated, benefits for covered legal services performed before the termination date fixed by the Trustees will be provided in accordance with provisions established by the Trustees.

## **DEFINITIONS**

### **ACTIVE SERVICE**

You will be considered to be in active service if you are performing in the customary manner all the regular duties of your employment with your Employer at one of its business establishments (or at a place your Employer requires you to travel on business) on a day that is one of your Employer's scheduled work days.

### **ADMINISTRATIVE MANAGER**

The person, firm, or corporation, employed by the Trustees, charged with the record keeping, reporting and disclosure, processing of application for benefits, and related ministerial functions attendant to the administration of the Plan.

### **COLLECTIVE BARGAINING AGREEMENT**

One of the written agreements described in the Introduction section under the heading, "Description of Collective Bargaining Agreements."

### **CONTRIBUTING EMPLOYER**

The term "Contributing Employer" will be construed to mean the same as a "Participating Employer" - an Employer who makes the required contributions to the Plan on behalf of an Employee in accordance with a Collective Bargaining Agreement.

### **COVERAGE**

Benefits under this Plan.

### **COVERED**

You are "Covered" by the Plan when you meet the eligibility requirements of the Plan, described in the section hereof entitled "Eligibility Rules," and benefits are available to you.

### **COVERED EMPLOYMENT**

Employment under the Collective Bargaining Agreement.

### **COVERED LEGAL SERVICES**

The legal services available to Participants under the Plan.

## **EMPLOYEE**

A person who is, or has been, employed by an Employer on whose behalf the Employer is, or was, required to make Employer contributions to the Plan.

## **EMPLOYER**

Any employer who is party to a Collective Bargaining Agreement which requires the employer to make contributions to a pre-paid legal plan and who agrees to participate in the Fund.

## **ERISA**

The Employee Retirement Income Security Act of 1974, as amended.

## **PARTICIPANT**

An Employee who has satisfied the eligibility criteria for participation in the Plan and who is eligible for benefits under the Plan.

## **PARTICIPATING EMPLOYER**

The term “Participating Employer” will be construed to mean the same as a “Contributing Employer” - an Employer who makes the required contributions to the Plan on behalf of an Employee in accordance with a Collective Bargaining Agreement.

## **PROVIDER**

The law firm identified on the second and last pages of this Summary Plan Description. As of March 1, 2021, the Provider is the law firm of Georges & Synowiecki Ltd.

## **PROVIDER AGREEMENT**

The agreement between the Plan and the Provider setting forth the terms under which the Provider will provide Covered Legal Services to Participants.

## **TRUSTEES**

The presently acting Trustees named under the Agreement and Declaration of Trust of the Chicago Joint Executive Board of Unite Here, as amended and restated December 17, 2019, and any additional or successor trustees as may be subsequently appointed as provided in such Agreement.

## **UNITE HERE LEGAL PLAN**

A plan which offers legal services (pre-paid by your Contributing Employer) as part of an agreement negotiated by your Employer and your union. There is no charge for the services of a Plan attorney to represent you in certain areas of the law. You will only have to pay costs that may be part of your case. There are no limits on how often you use the Plan, and there is no charge to you to talk to a lawyer. (Also referred to in this book as “Plan”, “Fund”, “Legal Services Benefit Plan”, or “Legal Plan”).

## **PRONOUNS**

The use of a masculine personal pronoun (he/his/him) refers to either sex, not to be discriminatory, but to avoid “he/she” type wording.

## **NOTE ON ELIGIBILITY RULES**

The eligibility requirements on the following pages are divided into two sets of rules: the first set of rules applies to Chicago Area Hotel employees; the second set of eligibility rules applies to Chicago Area Restaurant employees.

If you are a CHICAGO AREA HOTEL Employee, you are eligible for the legal services under the Plan if you meet the eligibility requirements specified on pages 16-18.

If you are a CHICAGO AREA RESTAURANT Employee, you are eligible for the legal services under the Plan if you meet the eligibility rules described on pages 19-20.

**CALL THE FUND ADMINISTRATION OFFICE IF YOU ARE NOT SURE WHICH ELIGIBILITY RULES APPLY TO YOU.**

## ELIGIBILITY RULES FOR CHICAGO AREA HOTEL EMPLOYEES

The following eligibility requirements apply to you if you are a Hotel Employee.

### INITIAL ELIGIBILITY

1. New Participating Employer – Existing Employees (whether regular, banquet steady, part-time, or banquet extra) of a new Participating Employer will become initially eligible for coverage under this Plan on the first day of the month after the date their Employer becomes a Participating Employer, provided they remain actively employed with the Participating Employer as of that date. They will remain eligible during the remainder of the calendar month in which their initial eligibility date falls and during the next three (3) following calendar months. Thereafter, eligibility for such Employees is determined under the Continuing Eligibility rules below.

2. Current Participating Employer – For Employees of a current Participating Employer, the following rules for initial eligibility will apply:

a. Regular and Banquet Steady Employees will become initially eligible for coverage under this Plan on the first day of the second month following three (3) full continuous calendar months of employment with the same Contributing Employer. For example, if an Employee was hired on June 5, the months of July, August, and September are the first three full calendar months of service, and, for working those three full calendar months, the Employee will become initially eligible for coverage on November 1.

b. Part-Time and Banquet Extra Employees will become initially eligible for coverage under this Plan during the Coverage Period for which they worked at least one hundred sixty-eight (168) hours during the corresponding four (4) month Qualifying Period or three hundred thirty-six (336) hours during the corresponding eight (8) month Qualifying Period for a Contributing Employer. The table below shows the “Qualifying Period” (months worked) that determines the “Coverage Period” (months covered).

	<u>Qualifying Period</u>	<u>Coverage Period</u>
4 months:	Aug 1 thru Nov 30	Apr 1 thru Jul 31
8 months:	Apr 1 thru Nov 30	

4 months:	Dec 1 thru Mar 31	Aug 1 thru Nov 30
8 months:	Aug 1 thru Mar 31	
4 months:	Apr 1 thru Jul 31	Dec 1 thru Mar 31
8 months:	Dec 1 thru Jul 31	

As an example, if an Employee worked one hundred seventy-two (172) hours between August 1, 2019 and November 30, 2019, he will be eligible for coverage during the months of April, May, June, and July 2020.

### **CONTINUING ELIGIBILITY**

1. Regular and Banquet Steady Employees - Will continue to be eligible for coverage under this Plan for each 4th calendar month following a full month during which they worked in active employment for a Contributing Employer who makes the required monthly contributions on their behalf. Example: If an Employee works in active employment for a Contributing Employer for the full month of July, he will be covered during the month of November, and work performed for a Contributing Employer in the full month of August will provide coverage in December, and so on.

2. Part-Time and Banquet Extra Employees – Will continue to be eligible for coverage under this Plan for each Coverage Period for which they have worked at least one hundred sixty-eight (168) hours during the corresponding four (4) month Qualifying Period or three hundred thirty-six (336) hours during the corresponding eight (8) month Qualifying Period for a Contributing Employer.

### **TRANSFERS**

If, before the date coverage would otherwise terminate, an Employee transfers from one Participating Employer to another Participating Employer, both of which are required to make contributions into the Plan, eligibility will be continued without interruption and thereafter in accordance with the Continuing Eligibility rules described above.

### **RE-ESTABLISHMENT OF ELIGIBILITY**

If an Employee fails to maintain eligibility, he/she must again satisfy the requirements for initial eligibility in order to again be covered under the Plan, except as specifically stated otherwise in these eligibility rules.

## **DETERMINATION OF CATEGORY OF EMPLOYMENT**

Whenever necessary, the Trustees will determine whether an Employee is a Regular Employee, Banquet Steady Employee, Part-Time Employee, or Banquet Extra Employee.

## **ELIGIBILITY UPON RETURN FROM THE ARMED FORCES**

If an Employee was eligible for coverage under the Plan and eligibility terminated solely because he entered any branch of the armed forces (including active reserve duty), he/she will again be eligible for coverage under the Plan on the day he/she returns to active work for a Contributing Employer. An Employee must make application for re-employment within ninety (90) days after receiving a certificate of satisfactory completion of military service or, if hospitalized continuing after discharge, within one year.

## **RIGHT OF TRUSTEES TO CHANGE ELIGIBILITY RULES**

The Trustees have full power, authority and discretion to change from time to time the foregoing eligibility standards for employees so as to: (a) limit eligibility of employees under the Plan and to not make available the benefits of the Plan; or (b) expand eligibility of employees under the Plan.

## **TERMINATION OF COVERAGE**

Coverage for an Employee, assuming coverage was ever active, will terminate on the first to occur of the following dates:

- (a) The date this Plan is terminated;
- (b) With respect to Regular Employees and Banquet Steady Employees, the end of the 3rd month following the month employment terminated or the employee ceased Active Service (e.g., if an Employee terminated in February, his or her coverage ceases at the end of May); or
- (c) With respect to Part-Time Employees or Banquet Extra Employees, the end of the Coverage Period for which they last worked at least one hundred sixty-eight (168) hours in the corresponding four (4) month Qualifying Period or three hundred thirty-six (336) hours in the corresponding eight (8) month Qualifying Period.

**THERE IS NO DEPENDENT COVERAGE UNDER THE PLAN.**

## **ELIGIBILITY RULES FOR CHICAGO AREA RESTAURANT EMPLOYEES**

### **INITIAL ELIGIBILITY**

1. New Participating Employer – Employees of a new Participating Employer will become initially eligible for coverage under this Plan on the first of the month following the date their employer becomes a Participating Employer, provided they remain actively employed with the Participating Employer as of that date.
2. Current Participating Employer – Employees of a current Participating Employer will become initially eligible for coverage under this Plan on the first day of the second month following three (3) full continuous calendar months of employment with the same Participating Employer. For example, if an Employee was hired on June 5, the months of July, August, and September are the first three full calendar months of service, and, for working those three full calendar months, the Employee will become initially eligible for coverage on November 1.

### **CONTINUING ELIGIBILITY**

Following initial eligibility, Employees will continue to be eligible for coverage under this Plan for each 4th calendar month following a full month during which they worked in active employment for a Contributing Employer who makes the required monthly contributions on their behalf. Example: If an Employee works in active employment for a Contributing Employer for the full month of July, he will be covered during the month of November, and work performed for a Contributing Employer in the full month of August will provide coverage in December, and so on.

### **TRANSFERS**

If, before the date coverage would otherwise terminate, an Employee transfers from one Participating Employer to another Participating Employer, both of which are required to make contributions into the Plan, eligibility will be continued without interruption and thereafter in accordance with the Continuing Eligibility rules described above.

### **REINSTATEMENT OF ELIGIBILITY**

If an Employee fails to maintain eligibility, he/she must again satisfy the requirements for initial eligibility in order to again be covered under the Plan, except as specifically stated otherwise in these eligibility rules.

### **ELIGIBILITY UPON RETURN FROM THE ARMED FORCES**

If an Employee was eligible for coverage under the Plan and eligibility terminated solely because he entered any branch of the armed forces (including active reserve duty), he/she will again be eligible for coverage under the Plan on the day he/she returns to active work for a Contributing Employer. The Employee must make application for re-employment within ninety (90) days after receiving a certificate of satisfactory completion of military service or, if hospitalized continuing after discharge, within one (1) year.

### **RIGHT OF TRUSTEES TO CHANGE ELIGIBILITY RULES**

The Trustees have full power, authority and discretion to change from time to time the foregoing eligibility standards for Employees so as to: (a) limit eligibility of Employees under the Plan and to not make available the benefits of the Plan; or (b) expand eligibility of Employees under the Plan.

### **TERMINATION OF COVERAGE**

Coverage for an Employee, assuming coverage was ever active, will terminate on the first to occur of the following dates:

- (a) The date the Plan is terminated; or
- (b) The end of the 3rd month following the month employment terminated or the Employee ceased Active Service (e.g., if an Employee terminated in February, his or her coverage ceases at the end of May).

**THERE IS NO DEPENDENT COVERAGE UNDER THE PLAN.**

## BENEFITS

The Following Section  
Describes the Legal  
Benefits Available to You.

## **DESCRIPTION OF BENEFITS UNDER THE UNITE HERE LEGAL PLAN**

The purpose of this Legal Plan is to provide you with personal legal assistance through competent Plan attorneys who will represent you in certain areas of the law listed below. If you are eligible, there is no charge for the Covered Legal Services of a Plan attorney to represent you. However, you will be required to pay costs that may be a part of your case, including court filing fees, stenographer's fees, travel expenses, and so on, when applicable. **THERE IS NO LIMIT ON THE NUMBER OF TIMES YOU USE THE PLAN, AND THERE IS NO CHARGE FOR YOU TO TALK TO A LAWYER WITH RESPECT TO COVERED LEGAL SERVICES.**

The following reflects the scope of legal services covered by the Plan, effective as of March 1, 2021, which have been communicated to the Provider in the Provider Agreement. The Covered Legal Services described below are subject to the terms of the Provider Agreement in effect at the time of the Plan's engaging the Provider for such services and are subject to change. The Provider Agreement effective March 1, 2021 requires that while the Provider Agreement remains in effect, the Provider will ensure the full completion of any active matter within the scope of the Covered Legal Services described below for a Participant who becomes ineligible for Covered Legal Services under the Plan while such active matter is pending. For example, if a Participant, while eligible for Covered Legal Services, commences a matter with the Provider that is a Covered Legal Service as of March 1, 2021 but then later becomes ineligible to be a Participant on account of a layoff from his or her job, the Provider will nonetheless ensure that the active matter is taken to its conclusion.

In addition to the Covered Legal Services, the Plan offers additional Voluntary Legal Services for an additional surcharge. These Voluntary Legal Services are described further below.

### **COVERED LEGAL SERVICES**

1. Covered Legal Services. The legal services covered under this Plan are limited to representation of the Participant unless specifically extended to spouses or dependents. The legal services specifically available from the Provider to each Participant are as follows:

- a. **Criminal Matters.** The services to be rendered in this area are as follows:
  - i. Misdemeanors as defined by the laws of the State of Illinois or local ordinance.
  - ii. All matters involving juvenile delinquency proceedings and youth offender proceedings, other than proceedings involving dependents.

- iii. Coverage will also include the filing of a notice of appeal, but the benefits will not include an appeal of the action except as noted in the Voluntary Legal Services, Surcharges, and Costs section.
  - b. **Traffic Matters.** The Provider will cover only those matters concerning the possible revocation or suspension of a Participant's driver license or the accumulation of "points" thereon. This benefit specifically excludes parking tickets.
  - c. **Financial Matters.** The services to be rendered in this area are as follows:
    - i. Representation with respect to personal bankruptcies and counseling with respect to bankruptcy alternatives.
    - ii. Representation in garnishment proceedings to garnish the wages of a Participant (but not with respect to any dispute with an Employer who contributes to the UNITE HERE Legal Plan).
  - d. **Immigration.** The services to be rendered in this area are as follows:
    - i. Assistance and representation in the preparation of a visa petition before the United States Citizenship and Immigration Service.
    - ii. Representation regarding the filing of a naturalization application with the United States Citizenship and Immigration Service.
    - iii. Representation regarding or incident to any notice that may result in deportation.
    - iv. Representation regarding a labor certification proceeding before the United States Citizenship and Immigration Service.
    - v. Representation regarding any matter or hearing before the United States Citizenship and Immigration Service incident to the Participant's immigration status, including any application for resident or citizenship status
2. Excluded Services. The legal services specifically excluded from the Plan are as follows:
- a. Services related to a business venture, management of investment property, or any other matter in which, for federal income tax purposes, the cost of legal services would normally constitute a business expense or a capital investment.

- b. Services related to any management, conservation or preservation of property held by a Participant for the production of income.
- c. A judicial or administrative proceeding involving any of the following as an adverse party:
  - i. Any Employer who is a party to a collective bargaining agreement with Chicago Joint Executive Board of UNITE HERE and any officer or agent of any such Employer;
  - ii. A plan of any employer or agent thereof;
  - iii. Any officer or agent of Local 1, Local 450, or Chicago Joint Executive Board of UNITE HERE or any other labor organization or any officer or agent of such labor organization;
  - iv. This Plan or its employees, agents, service providers and administrator;
  - v. Any health, welfare or other pension or employee benefit plan in which Chicago Joint Executive Board of UNITE HERE or any other labor union has an interest; or
  - vi. Any proceeding involving another Participant as an adverse party. In the event both parties are Participants by virtue of employment under the current collective bargaining agreement, then neither party shall be eligible. However, in the event a Participant has been represented by the Provider prior to the adverse party becoming a Participant, the Provider may continue to represent the Participant that it had been representing, as long as such continued representation is consistent with the Provider's obligations under the Illinois Rules of Professional Conduct.
- d. Any proceeding against any other employer or labor organization in any matter arising under the National Labor Relations Act or the Labor Management Relations Act.
- e. Any proceeding where a labor organization would be prohibited from defraying the costs of legal services by the provisions of the Labor-Management Reporting and Disclosure Act of 1959.
- f. Any legal proceeding in which the Participant is entitled to legal representation (or reimbursement for the costs thereof) from any source other than this Plan, whether or not Participant perfects or exercises this right. The Participant's right,

however, by reason of his indigency or low income level, to legal services provided by either governmental or voluntary agencies shall not preclude his right to obtain services under this Plan.

- g. Appearance and filings as amicus curiae in any matter or proceeding.
- h. Issues or matters pending in which counsel has already been retained and provided services at the time a Participant or dependent becomes eligible to receive services under the Plan.
- i. Issues or matters pending in which counsel has already been retained and provided services prior to the time a Participant or dependent seeks representation by the Provider for such issue or matter.
- j. Preparation of federal or state tax returns.
- k. Class actions in any matter or proceeding.
- l. Claims against any employer who is a party to the collective bargaining agreement with Chicago Joint Executive Board of UNITE HERE.
- m. Any patent or copyright matter.
- n. Matters which cannot be litigated or otherwise processed within the confines of the Counties of Cook, DuPage, Kane, Lake, McHenry or Will, State of Illinois.
- o. Any matter which, in the opinion of the Provider, is without merit, frivolous, specious or capricious.
- p. Any matter not covered by “Covered Services” paragraph of this section.

### **VOLUNTARY LEGAL SERVICES, SURCHARGES, AND COSTS**

1. Voluntary Legal Services and Surcharges. The types of legal services which the Provider may provide and that will involve the imposition of a surcharge and the amount of such surcharge are set forth below:

- a. **Personal Injury.** If the Provider provides representation in matters of personal injury and negligence cases in which the Participant is the plaintiff, such services will be provided subject to a thirty percent (30%) contingency fee to be deducted from any recovery whether gained prior to or following filing of suit or following litigation thereof.

- b. **Workers' Compensation.** If the Provider provides representation in matters of workers' compensation cases in which the Participant is the plaintiff (except as excluded by the Covered Legal Services section, Paragraph 2, sub-paragraph 1.), such services will be provided subject to a ten percent (10%) contingency fee to be deducted from any recovery whether gained prior to or following the filing of a claim or following litigation thereof.
- c. **Appeals.** If the Provider provides representation in Appeals, such services will be provided at a rate to be determined by the Provider. Appeals for this purpose include all reviews and/or appeals from initial administrative decisions.

2. Costs. The costs and expenses incident to or part of any action, proceeding, hearing, or investigation regarding the representation of a Participant are not covered by the Provider. Such costs and expenses shall include, but are not be limited to, the following (all of which are the responsibility of the Participant):

- a. Filing fees;
- b. Deposition costs, including stenographic fees;
- c. Title searches and land surveys;
- d. Bond premiums;
- e. Recording fees;
- f. Service of process fees;
- g. Witness fees;
- h. Medical and scientific examination reports;
- i. Other test reports;
- j. Investigation fees where private investigators are necessary;
- k. Costs for preparation of document in regard to a purchase or sale of real property where said documents are not prepared by the Provider; and
- l. Transportation and travel expenses (but not including local travel in the Chicago metropolitan area, such as routine travel to court proceedings, etc.).

## CONCLUDING REMARKS

It is important to remember that you now have access to legal advice and representation of the highest quality on certain matters at little or no cost to you. With respect to covered matters, your Plan attorney will help you avoid the aggravation and personal expense of court trials, as well as helping you protect your rights under the law.

YOU can help your lawyer help you. Many legal problems can be avoided by early attention.

Call your lawyer before a minor situation becomes a major legal problem.

We encourage you to use the UNITE HERE Legal Plan for the covered legal services explained in this booklet. All services are provided by the Provider:

Georges & Synowiecki Ltd.  
20 S. Clark Street, Suite 400  
Chicago, IL 60603

Telephone: 312-861-0808

Hours:

8:30 a.m. to 6:00 p.m. on Monday through Friday (excluding state holidays);  
8:30 a.m. to 1:00 p.m. on Saturdays

When you call for an appointment, be prepared to briefly describe your legal problem. Also, have your social security number. An appointment will be made for you. Be on time for your appointment. If you must break your appointment, please notify the office at least 24 hours in advance. Advance appointments are recommended.