

**TBTA SUPERIOR OFFICERS**  
**BENEVOLENT ASSOCIATION**

**LEGAL SERVICES PLAN**

*Legal Services Provided by the Law Firm of:*

**DAVIS & FERBER, LLP**  
**1345 Motor Parkway**  
**Islandia, New York, 11749**  
**(631) 543-2900**

## **THE PLAN**

This document contains the rules and terms of the TBTA Superior Officers Benevolent Association (“Association”) Legal Services Plan (“Plan”). The Plan is administered and maintained by the TBTA Superior Officers Benevolent Association, 451 Sunrise Highway, Suite 3, Lynbrook, N.Y. 11563, and governed by the rules set forth herein. The scope of services provided is determined by the Association in consultation with the Provider.

The provider of the legal services described below is Davis & Ferber, LLP (“Provider”).<sup>1</sup> Requests for legal services shall be made directly to the Provider by calling (631) 543-2900 between the hours of 9:00 a.m. and 5:00 p.m. All appointments must be made in advance. For emergency situations occurring outside of business hours, which cannot wait until business hours, please call the preceding number, follow instructions, and an attorney will be contacted to assist you. More information about the Provider is available online at [www.davisferber.com](http://www.davisferber.com).

The Provider’s services shall be provided in accordance with the professional and ethical standards expected by attorneys. In providing these legal services, the attorneys shall adhere to the rules of the Plan as established herein, but shall receive no further instructions, direction, or interference from any representative or member of the Association. The Provider’s obligation as attorneys shall be exclusively with its clients. They shall maintain the confidentiality of the lawyer-client privilege in accordance with the canon of ethics.

The Provider shall refuse to provide services in any matter it believes to be clearly without merit, repetitious, frivolous, or in which representation would be unethical, improper, inadequate or in conflict with the representation of existing clients, including the Association.

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<sup>1</sup> The Association will endeavor to appoint substitute counsel if the matter involves certain specialized areas of law or if a conflict exists.

## **COVERED PARTICIPANTS**

- ☐ A “member” of the Association.

A “member” is defined as an active member in good standing as determined by the by-laws of the Association. Retired, associate, honorary and all other classifications of members are excluded.

- ☐ A member’s “spouse.”

A member’s “spouse” is defined as a husband or wife or registered domestic partner.

- ☐ A member’s eligible “dependent(s).”

A “dependent” is defined as an unmarried child less than 19 years of age. A child shall include a natural child, a legally adopted child, a stepchild and a ward for whom the member is legally appointed as guardian and financially responsible.

## **SERVICES PROVIDED**

All of the legal services provided by this Plan are stated herein. Please note the member, his or her spouse or dependent(s) are responsible for any out-of-pocket expenses and disbursements incurred by the Provider including, but not limited to, court costs, filing fees, witness fees, investigator fees, messenger fees, expert fees, transcripts of proceedings, process server fees, deposition fees, bulk copying and binding, and express mail costs.

All services are available to members. As specifically provided herein, services may also be provided to a member's spouse and/or dependent(s).<sup>2</sup>

### **A. SERVICES PROVIDED WITHOUT LEGAL FEES**

#### ***1. Initial Consultations***

An initial in-person consultation, up to one (1) hour per matter, regarding any legal issue.

*This service may be utilized by the member, his or her spouse and dependent(s).*

#### ***2. Legal Advice, Letters and Telephone Calls***

In-office or telephonic advice, draft legal letters or initiate telephone calls to resolve a simple legal matter, if at the discretion of the attorney, said intervention is likely to result in a prompt resolution of the matter. Said services shall be for up to thirty (30) minutes per matter.

*This service may be utilized by the member, his or her spouse and dependent(s).*

#### ***3. Last Will and Testaments***

Consultation, preparation and execution of a simple will once every two (2) years.

*This service may be utilized by the member and his or her spouse.*

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<sup>2</sup> Appropriate documentation or verification of eligibility for services may be requested by the Provider at any time.

#### **4.     *Workers' Compensation Consultations***

One (1) hour consultation with an attorney at the Provider's office or an affiliated law firm with expertise in New York State Workers' Compensation Law.

*This service may be utilized by the member, his or her spouse and dependent(s).*

#### **5.     *Disability Retirement Applications***

Representation in the filing of the initial application for disability retirement with the New York City Employees' Retirement System. This service does not include administrative appeals, medical reviews or appeals to court.

*This service may be utilized by the member only.*

#### **6.     *Document Review***

Document review for specific questions regarding legal documents not exceeding five (5) pages and for up to thirty (30) minutes per matter.

*This service may be utilized by the member, his or her spouse and dependent(s).*

## **B. SERVICES PROVIDED AT REDUCED LEGAL FEES**

The following services will be provided at the reduced rates outlined below. The member, his or her spouse or dependent(s) shall pay an initial retainer, as determined by the Provider, based upon the anticipated number of hours and expenses required to complete the case. The Provider may require replenishment of the retainer as needed.

### **1. Real Estate Closings**

Representation in the sale, purchase and refinance of a primary residence for a fee of \$1,000 per closing.

*This service may be utilized by the member and his or her spouse.*

### **2. Health Care Proxy**

Consultation, preparation and execution of a Health Care Proxy once every two (2) years, for a fee of \$200 per person.

*This service may be utilized by the member and his or her spouse.*

### **3. Power of Attorney**

Consultation, preparation and execution of a Power of Attorney once every two (2) years, for a fee of \$200 per person.

### **4. Matrimonial and Family Matters**

Representation in divorce/matrimonial matters, including uncontested and contested divorces, separation agreements, custody and visitation disputes, prenuptial/postnuptial agreements, abuse/neglect petitions, support petitions and other related family law matters at the rate of \$300 per hour.

*This service may be utilized by the member only.*

## **5.     *Civil Litigation***

Representation in breach of contract claims, property damage claims, landlord/tenant disputes, declaratory judgment matters, administrative appeals and appeals pursuant to Article 78 of the Civil Practice Laws and Rules at the rate of \$300 per hour.

*This service may be utilized by the member, his or her spouse and dependent(s).*

## **6.     *Estate Proceedings***

Representation in the Administration or Probate of an estate at the rate of 4% of the gross estate for estate tax purposes up to the first \$100,000; plus 3% of the gross estate for estate tax purposes for the next \$200,000; plus 2% of the gross estate for estate tax purposes for the next \$700,000; and 1% of the gross estate for estate tax purposes for any amount in excess of \$1,000,000.

*This service may be utilized by the member and his or her spouse.*

## **7.     *Employment Agreements***

Draft and review confidentiality agreements, trade secret agreements, employment agreements and non-compete agreements for a fee of \$1,000.

*This service may be utilized by the member, his or her spouse and dependent(s).*

## **7.     *Incorporations***

Representation for the purpose of incorporating for profit or not-for-profit corporations for a fee of \$1,000 inclusive of all filing fees, forms and corporate kits.

*This service may be utilized by the member, his or her spouse and dependent(s).*

## **C. SERVICES AT A REDUCED CONTINGENCY LEGAL FEE**

A contingency fee is one in which the attorney agrees, in advance, to charge the client only if the action is successfully concluded, either by a settlement agreement or jury verdict, at a specified percentage of the recovery or award.

### ***1. Personal Injury Actions***

Representation in any personal injury action including car accidents, slip and falls, medical malpractice, products liability and FELA cases at the rate of thirty (30%) percent of the recovery or award.

*This service may be utilized by the member, his or her spouse and dependent(s).*

### ***2. Social Security Disability Appeals***

Representation in Social Security disability appeals at the rate of twenty-one and one-quarter (21.25%) percent of recovery.

*This service may be utilized by the member, his or her spouse and dependent(s).*



#### **D. EXCLUSIONS:**

- Any matter which the Provider refuses to provide services based on its belief the matter is without merit, repetitious, frivolous, or in which representation would be unethical, improper, inadequate or in conflict with the representation of existing clients, including the Association.
- Any legal service which must be provided outside of Suffolk County, Nassau County, New York City, Westchester County or Rockland County.
- Any legal service which does not involve New York or Federal law.
- Any controversy, action, proceeding or dispute with or against the Association, its agents or officers or against this or any Provider, partner or employee under this Plan.
- Any controversy, action, proceeding or dispute by one active member against another active member of the Association.
- Any controversy, action, proceeding or dispute in which the Association would be prohibited from defraying the cost of legal services by any provision of the law.
- Class actions or interventions or amicus curiae activities. Two or more members may not pool or combine their benefits for the purpose of asserting a claim in which they have mutual interest.
- Any matter concerning the payment of income taxes, including, but not limited to the preparation or filing of income tax returns.
- Any controversy, action, proceeding or dispute in which legal services are available through insurance or through any government agency or attorney (Federal, State or local).
- Any controversy, action, proceeding or dispute in which the member retained an attorney prior to the member's eligibility to receive services under the Plan.
- Any type of legal service for matters not specifically provided herein.

#### **E. CONFLICTS:**

The Association recognizes that from time to time the Provider may encounter conflicts of interest whereby it cannot undertake the representation of a member, his or her spouse or dependent(s) for one of the covered services. In such circumstances, the Association will endeavor to pursue substitute counsel to provide the covered service in accordance with the terms of the Plan.

## **F. APPEALS:**

A member has the right to appeal any determination made by the Association or a Provider of legal services under the Plan, excluding any legal or ethical determinations made by the Provider in a particular matter. The member shall notify the Association President, in writing to the address above, within fourteen (14) calendar days of the occurrence. The Association shall thoroughly investigate the matter and, if needed, consult with the Provider, and provide an answer to the member within fourteen (14) calendar days from receipt of the appeal.

*The services provided pursuant to this Legal Services Plan may be changed, amended or modified from time to time as agreed upon by the Association and the Provider. Nothing contained in this plan document may be used as a basis for any claim whatsoever against the Association.*