

**NASSAU COUNTY
POLICE BENEVOLENT
ASSOCIATION**

LEGAL SERVICES PLAN



Legal Services Provided by the Law Firm of:

**DAVIS & FERBER, LLP
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THE PLAN

This document contains the rules and terms of the Police Benevolent Association of the Police Department of the County of Nassau (“Association”) Legal Services Plan (“Plan”). The Plan is administered and maintained by the Association, 89 East Jericho Turnpike, Mineola, New York 11501, 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”).¹ 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.

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.

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

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.

COVERED PARTICIPANTS

- “Member” and “Retiree”

A “member” is defined as an active member of the Association in good standing, as determined by the by-laws of the Association. A “retiree” is a former active member of the Association in good standing who has retired from service with the Nassau County Police Department and remains in good standing with the Association. Associate, honorary, and all other classifications of members are excluded from coverage under this Plan.

- Member’s “Spouse”

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

In the event an eligible employee deceases in the line of duty, the surviving spouse will receive “member” benefits until he/she remarries. Dependent(s) will continue coverage according to eligibility guidelines, below.

In the event an eligible employee deceases in a non-line of duty death, the surviving spouse will receive “member” benefits until he/she remarries or until what would have been the 20th anniversary of the deceased member’s hire date. After the 20th anniversary, an unmarried spouse will receive “retiree” benefits. Dependent(s) will continue coverage according to eligibility guidelines, below.

- Member's "Dependent"

A member's eligible "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.

Eligibility is extended to age 25 if your unmarried children are dependent upon you for support and enrolled as full-time students in an institution of higher education.

An unmarried child, who has a physical or mental handicap and is dependent upon the member for support, and is incapable of self-sustaining employment because of such handicap, is considered an eligible dependent regardless of age. Medical evidence of such disability must be furnished to the Provider for eligibility to be extended.

SERVICES PROVIDED

All of the legal services provided by this Plan are stated herein. Please note the Client (member, spouse, dependent, or retiree) is responsible for all 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, dependent and/or retirees. Appropriate documentation or verification of eligibility for services may be requested by the Provider at any time.

A. FREE LEGAL SERVICES

1. Free Initial Consultations

Free in-person consultation regarding any legal issue for up to one (1) hour per matter.

This service may be utilized by the member, spouse, dependent, and retiree.

2. Free Legal Advice, Letters, Emails, and Telephone Calls

Free in-person meeting to provide legal advice, draft legal letters or emails, or to initiate telephone calls to resolve a simple legal matter. Benefit available for matters where the Provider believes said intervention is likely to result in a prompt resolution of the matter. Free service shall be for up to thirty (30) minutes per matter.

This service may be utilized by the member, spouse, and dependent.

3. Free Document Review

Free 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, spouse, and dependent.

4. Free Last Will and Testaments

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

This service may be utilized by the member, spouse, and retiree.

5. Free Real Estate Closings

Member - Free representation by Provider in the sale, purchase, or refinance of a member's primary residence. In addition, once per lifetime, free representation by Provider in the sale, purchase, or refinance of a member's secondary residence.

Member – If you retain a New York attorney other than the Provider, the Nassau County PBA will reimburse the member up to a maximum of \$500 for the purchase and/or sale of their primary residence, up to a maximum total of \$1,000 per plan year. For reimbursement, please contact the PBA office at (516) 294-6230 for a voucher.

Retiree - Free representation by Provider in one (1) sale, purchase, or refinance of a retiree's primary residence per lifetime.

This service may be utilized by a member or retiree.

6. Free Adoption Proceedings

Free representation in the preparation and submission of documents and appearances at all court appearances for the adoption of a stepchild.

This service may be utilized by the member and spouse.

B. REDUCED FEE LEGAL SERVICES

The following services are provided at the reduced rates outlined below. The Client (member, spouse, dependent, or retiree) 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. Certain matters will not require an initial retainer if the Provider and Client agree to representation on a flat fee or contingency basis.

1. Personal Injury Actions

Representation in any personal injury action including a car accident, slip and fall, medical malpractice, or product liability case for a contingency fee of 25% of the recovery or award. The firm will not charge the Client any fee if the matter does not result in a recovery or award.

This service may be utilized by the member, spouse, dependent, and retiree.

2. Matrimonial Matters

Member - Representation in divorce/matrimonial matters including uncontested and contested divorces, separation agreements, and prenuptial/postnuptial agreements, at the reduced hourly rate of \$300 per hour.

Retiree - Representation in divorce/matrimonial matters including uncontested and contested divorces, separation agreements, and prenuptial/postnuptial agreements, at a ten percent (10%) reduction below the full rates charged by the Provider at the time of service.

This service may only be utilized by a member or retiree.

3. Divorce Mediation

Provide a divorce mediator to assist in negotiation of the terms to be included in a divorce settlement agreement. If successful, the Provider will prepare a divorce settlement agreement and an uncontested divorce package for submission to court.

These services are all provided at a ten percent (10%) reduction below the full rates charged by the Provider at the time of service.

This service may only be utilized by the member and spouse together.

4. Family Court Matters

Representation in abuse/neglect petitions, custody and visitation disputes, juvenile delinquency, and other related family law matters at a ten percent (10%) reduction below the full rates charged by the Provider at the time of service.

This service may be utilized by the member only.

5. Health Care Proxy

Consultation, preparation, and execution of a Health Care Proxy at a ten percent (10%) reduction below the full rates charged by the Provider at the time of service.

This service may be utilized by the member, spouse, and retiree.

6. Power of Attorney

Consultation, preparation, and execution of a Power of Attorney at a ten percent (10%) reduction below the full rates charged by the Provider at the time of service.

This service may be utilized by the member, spouse, and retiree.

7. Guardianships

Preparation of a voluntary guardianship Petition and submission to either the New York State Surrogate Court or the New York State Supreme Court at a ten percent (10%) reduction below the full rates charged by the Provider at the time of service.

This service may be utilized by the member and spouse.

8. Deed Transfers

Preparation of deeds and other required documents for the transfer of title in a deed at a ten percent (10%) reduction below the full rates charged by the Provider at the time of service.

This service may only be utilized by the member.

9. Civil Litigation

Representation in civil litigation matters which may include breach of contract claims, property damage claims, partition actions, declaratory judgment matters, administrative appeals, and appeals pursuant to Article 78 of the Civil Practice Law and Rules at a ten percent (10%) reduction below the full rates charged by the Provider at the time of service.

This service may be utilized by the member, spouse, and dependent.

10. Trusts

Representation in the preparation of revocable and irrevocable trusts at a ten percent (10%) reduction below the full rates charged by the Provider at the time of service.

This service may be utilized by the member, spouse, and dependent.

11. Estate Proceedings

Representation in the Administration or Probate of an estate at the rate of \$250, plus 1% of the gross estate for estate tax purposes up to \$100,000, and 2% of the gross estate for estate tax purposes for any amount in excess of \$100,000. Notwithstanding the above, the minimum fee to the Provider shall be \$6,500.

This service may be utilized by the member and spouse.

12. Employment Agreements

Draft and review confidentiality agreements, trade secret agreements, employment agreements and non-compete agreements at a ten percent (10%) reduction below the full rates charged by the Provider at the time of service.

This service may be utilized by the member, spouse, and dependent.

13. Incorporations

Representation for the purpose of incorporating a “for profit” corporation at a ten percent (10%) reduction below the full rates charged by the Provider at the time of service. These fees are inclusive of all filing fees, forms, and corporate kits; but exclude any publishing fees, if required.

This service may be utilized by the member, spouse, and dependent.

14. Name Changes

Representation to obtain an uncontested, legal name change for a fee of \$250.

This service may be utilized by the member, spouse, and dependent.

C. 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, Putnam County, Orange 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.

D. 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, spouse, dependent(s) or retiree 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.

E. 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 or Provider.

NOTES

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