



# Washington Teachers' Union

*Public Servant...Proud Teacher*

## Pre-Paid Legal Program

Elizabeth "Liz" Davis, President



[www.wtulocal6.net](http://www.wtulocal6.net)



**Elizabeth “Liz” Davis**  
**President**



# **Offices of Robert A. Ades & Associates, P.C.**

**24 Hour Hotline: (202) 452-8080**

## **District of Columbia Office:**

1140 Connecticut Avenue, N.W.  
11<sup>th</sup> Floor  
Washington, D.C. 20036  
(202) 452-8080

## **Maryland Office:**

Suite 300  
4301 Garden City Drive  
Suite 300  
Landover, Maryland 20785  
(301) 459-3333

There is also an office in LaPlata, Maryland. However, in order to obtain an attorney in the satellite office, you must call the Maryland office directly above and they will direct you to the appropriate attorney's office.

## **Virginia Office:**

5419B Backlick Road  
Springfield, Virginia 22151  
(703) 642-9500

There are also offices in Front Royal, Charlottesville, Fredericksburg, Harrisonburg and Culpeper, Virginia. However, in order to obtain an attorney in one of the satellite offices, you must call the Virginia office directly above and they will direct you to the appropriate attorney's office.

# Table of Contents

A. GENERAL.....	5
B. ADMINISTRATIVE LAW.....	6
C. CONSUMER LAW .....	6
D. CRIMINAL .....	7
E. CIVIL LITIGATION .....	7
F. FAMILY LAW.....	8
G. REAL ESTATE / LANDLORD TENANT.....	9
H. WILLS .....	10
I. PROBATE AND ADMINISTRATION .....	11
J. MOTOR VEHICLE VIOLATIONS .....	11
K. IMMIGRATION MATTERS.....	12
L. PERSONAL INJURY AND PROPERTY DAMAGE .....	12
M. CONFLICTS .....	13
N. EXCLUSIONS.....	14



# PLAN OF BENEFITS AND DEFINITIONS OF COVERAGE

The following represents the plan of coverage designed specifically for Washington Teachers' Union – DCPS bargaining unit members and their dependents covered by the Collective Bargaining Agreement.

Representation of Participants who have matters included in the following areas will be provided by the offices of Robert A. Ades & Associates, P.C. on an unrestricted and unlimited basis with no attorneys fees whatsoever.

## A. GENERAL

- 1. Legal Consultations.** Each Participant shall be entitled to receive an unlimited number of office and telephone consultations with the Provider.
- 2. Legal Document Review.** Each Participant shall be entitled to an unlimited number of consultations with the Provider for the purpose of reviewing legal documents.
- 3. Preparation of Simple Legal Documents.** Each Participant shall be entitled to an unlimited number of simple legal documents prepared, which shall include, but not be limited to, general powers of attorney, limited powers of attorney, bills of sale, affidavits, etc.
- 4. Notary Service.** Each Participant shall be entitled to the unlimited use of a Notary Public designated by the Provider for the jurisdiction in which the respective office is located.
- 5. Twenty-four-Hour-hotline.** A "Hotline" will be available to participants on a 24-hour basis. In the event of an emergency, the participant can contact an attorney who will be available to provide necessary legal services in the proper jurisdiction.
- 6. Bail Bondmans Service.** A bail bondsman will be available to Participants on a 24-hour basis and will provide bond, where legally permitted, at a cost not to exceed ten percent (10%) of the bond.
- 7. Investigation.** Each participant shall be entitled to necessary investigation services in all criminal, domestic and civil matters in which the Provider is engaged. The duties of such staff shall include service of process.

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

## B ADMINISTRATIVE

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

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

**3. Social Security Appeal Hearing.** The Participant will be represented in any Social Security appeal hearings incident to an initial determination adverse to the interest of the Participant.

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

**5. Veteran's Benefits Appeal Hearing.** The Participant will be represented in any appeal from the denial of Veteran's Benefits.

**6. Unemployment Compensation Application.** Assistance will be provided to the Participant in the preparation of an Unemployment Compensation Application.

**7. Unemployment Compensation Appeal Hearing.** The Participant will be represented in any appeal from the denial of Unemployment Compensation.

**8. Arbitration Proceedings.** The Participant will be represented in any arbitration proceeding except those involving the WTU or DCPS, the District Government or one incident to a malpractice dispute.

## C. CONSUMER LAW

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

**2. Wage Earners Plan.** Each Participant shall be entitled to representation in the event it is necessary for the Participant to file a Wage Earners Plan pursuant to the Bankruptcy Code.

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

**4. Medical Insurance Claims.** Representation will be provided in a claim by a Participant for medical insurance benefits.

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

**6. Garnishment Action.** Representation will be provided to a Participant in a garnishment proceeding.

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

**8. Furniture and Other Personal Property Repossession.**

Each Participant shall be entitled to representation in any type of personal property repossession.

**9. Enforcement of Warranties.** Representation will be provided to a Participant as regards to any warranty actions involving products or services.

**10. Consumer Rights and Problems with Credit Ratings.** Each Participant shall be entitled to representation for any consumer rights problems dealing with their credit ratings.

**11. Income Tax Audits.** Consultation and assistance will be provided to Participants involved in income tax audits on state and federal levels.

## D. CRIMINAL

**1. Misdemeanor Charge.** Representation shall be provided in connection with any misdemeanor charge brought against a Participant.

**2. Juvenile Charge.** Each Participant shall be entitled to representation for any charge lodged within the juvenile court.

**3. Felony Charge.** Representation shall be provided in connection with any felony charge brought against a Participant.

## E. CIVIL LITIGATION

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

- 1. *Uncontested Divorce or Annulment.*** Each Participant shall be entitled to unlimited representation by the Provider in an uncontested divorce or annulment proceeding.
- 2. *Contested Divorce or Annulment.*** Each Participant shall be entitled to unlimited representation by the Provider in a contested divorce or annulment proceeding.
- 3. *Preparation of Ante-nuptial, Post-nuptial or Property Settlement Agreements.*** Each Participant shall be entitled to unlimited representation regarding the negotiation, preparation, execution or any other matters required or incident to an ante-nuptial, post-nuptial or property settlement agreement.
- 4. *Plaintiff / Defendant in a Support Action.*** Unlimited representation will be provided to any Participant in the prosecution or defense of an action to collect, increase or decrease support and maintenance of a Participant and/or the minor children thereof.
- 5. *Plaintiff / Defendant in a Custody and/or Visitation Proceeding.*** Unlimited Representation will be provided to any Participant who is a plaintiff or defendant in any claim by another party for custody of the Participant's minor children and/or visitation rights.
- 6. *Uncontested Adoption.*** Participants shall be entitled to unlimited representation in an uncontested adoption proceeding.
- 7. *Contested Adoption.*** Unlimited representation will be provided to any Participant who is a party in a contested adoption proceeding.
- 8. *Guardianship.*** Unlimited representation will be provided to any Participant in the prosecution or defense of an action to collect, increase or decrease support and maintenance of a Participant and/or the minor children thereof.
- 9. *Name Change.*** Representation will be provided to a Participant who seeks to have his or her name legally changed by a court of competent jurisdiction.
- 10. *Paternity.*** Each Participant shall be entitled to unlimited representation in an action brought to establish paternity of a minor child.

**11. Birth Certificate.** Services and representation will be provided when necessary to establish a birth certificate or obtain any information, move for any changes on or establish the existence of a birth certificate.

## G. REAL ESTATE / LANDLORD TENANT

**1. Landlord / Tenant – Consultation.** Consulting services will be provided to a Participant concerning any landlord/tenant dispute incident to the Participant's renting a dwelling, which consultation shall include a review of the lease/agreement incident to said dwelling.

**2. Landlord / Tenant – Negotiations.** The Participant shall be entitled to representation concerning the negotiations with a landlord or his agent regarding any landlord/tenant dispute with respect to the Participant's dwelling, including lease negotiations or rental increases.

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

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

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

**6. Mortgage Foreclosure Actions.** The Participant shall be entitled to representation regarding any mortgage foreclosure action brought against a Participant with respect to the participant's principal residence.

**7. Zoning Violations.** Representation will be provided in any zoning violation charges brought against a Participant with respect to the participant's principal residence, by a local, federal or state jurisdiction.

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

**9. Post-Settlement Breach of Warranty.** The Participant shall be entitled to representation regarding any claim the participant may have against the seller of real property for a breach of warranty subsequent to the purchase of the Participant's principal residence.

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

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

## H. WILLS

**1. Simple Will.** Each Participant shall be entitled to the preparation of simple wills.

**2. Codicil to Will.** Each Participant shall be entitled to the preparation of codicils.

**3. Complex Wills.** The Participant will be provided with complex wills which shall include, but not be limited to, a will with trust, provision for a charitable bequest, creation of life estates, insurance trusts, etc.

**4. Contested Will.** Representation will be provided to a participant in a contested will action, provided such representation only includes actions at the orphan's court level (Maryland).

**5. Consultation** regarding estate planning.

**6. Living Will.** Each Participant shall be entitled to the preparation of living wills.

## I. PROBATE AND ADMINISTRATION

**1. *Probate of Estate.*** Representation will be provided to a Participant regarding the probating of an estate provided that the participant is named the personal representative of the estate or that, incident to the Participant's relationship to the decedent, the Participant is eligible to act as the personal representative of the estate of a decedent who dies with a will. The Provider shall be entitled to a fee from the estate not to exceed twenty-five percent (25%) of the prevailing rate of attorney's fees charged for similar matters in the jurisdiction where the estate is probated.

**2. *Assistance in Administration of Estate Less Than Statutory Amount.*** The Participant shall be entitled to assistance and representation from the Provider regarding being appointed personal representative of an estate for which no formal probate proceedings are required.

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

## J. MOTOR VEHICLE VIOLATIONS

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

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

**3. *Leaving After a Collision.*** Representation will be provided to a Participant regarding a charge for leaving the scene of an accident and/or collision.

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

## K. IMMIGRATION MATTERS

- 1. *Visa Petition.*** Each eligible Participant shall be entitled to assistance and representation from the provider in filing a visa petition.
- 2. *Naturalization Application.*** Each eligible Participant shall be entitled to assistance from the Provider in the preparation of a naturalization application.
- 3. *Deportation Hearing.*** Each eligible Participant shall be entitled to representation from the Provider in a deportation hearing.
- 4. *Labor Certification.*** Each eligible Participant shall be entitled to assistance from the Provider concerning labor certification.
- 5. *Miscellaneous Hearing Before the Immigration and Naturalization Service.*** Each eligible participant shall be entitled to representation by the Provider in any hearing before the Immigration and Naturalization Service.
- 6. *I-130 Relative Alien Petition.*** Each eligible Participant shall be entitled to assistance from the Provider in filing a I-130 Relative Alien Petition.
- 7. *Foreign Consular Petition.*** Each eligible Participant shall be entitled to assistance from the Provider in filing a Foreign Consular Petition.
- 8. *Political Asylum Application.*** Each eligible Participant shall be entitled to assistance from the Provider in the preparation of a political asylum application.
- 9. *Amnesty Applications (Single/Family).*** Each eligible Participant shall be entitled to assistance from the provider in the preparation of single or family amnesty applications.

## L. PERSONAL INJURY AND PROPERTY DAMAGE

- 1. *Percentage.*** Representation will be provided to a Participant in legal matters for which counsel is normally compensated on the basis of a contingent fee, provided that the Provider shall charge a maximum of twenty-five percent (25%) of any recovery obtained by the Participant, either through settlement or trial. In the event that there is no recovery on the claim by the Participant, the Provider will not charge any legal fees.

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

**3. Representation of Plaintiff in Property Damage Cases.**

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

**4. Defense of Personal Injury and Property Damage Cases.**

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

**5. Preparation and Assistance.** Each eligible participant shall be entitled to assistance in the preparation and filing of insurance claims.

## **M. CONFLICTS**

**Participants:**

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

The Provider shall provide the Participants with a list of qualified attorneys available to represent each Participant. Upon selection of an attorney from said list, the Provider shall pay and be responsible for the payment of legal fees incurred to a maximum of Five Hundred Dollars (\$500.00) per Participant per twelve month period. In the event the Participant does not select an attorney from such list, the Provider shall have no responsibility for the payment of legal fees.

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

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

## N. EXCLUSIONS

1. Any cases brought by or against the WTU or the American Federation of Teachers;
2. Any cases brought by or against the District of Columbia, DCPS, the DC School Board or any other entity of the District of Columbia;
3. Any type of business or corporate representation;
4. Participation in class actions or as *amicus curiae*, except if the Provider determines that services under the Plan will most appropriately be provided by use of a class action or *amicus curiae*, which decision shall be approved by the Joint WTU-DCPS Committee. Such approval shall be deemed to have been given if the Provider provides written notification to the Committee of its proposal to commence a class action or participate as an *amicus curiae*, and the Committee does not reject such proposal within 30 days of the receipt of such notification;
5. Any matter that is deemed specious, capricious, frivolous, without merit or brought for the purpose of harassment;
6. Patents and copyright matters;
7. Preparation of federal or state tax returns;

8. Disputes involving the Government of the District of Columbia, the American Federation of Teachers, or the WTU, or their officers and agents, including, but not limited to DCPS and the DC School Board, labor disputes, and workers' compensation matters;
9. Disputes involving any employee benefit plan in which the Employer or WTU of the District of Columbia participates, or a provider of services to such a plan;
10. Matters where legal services are available to the Participant free of charge, such as a matter in which an insurance company will provide legal counsel, litigation involving a governmental agency or legal matters in which the Participant is entitled to legal representation by an employer or other third party; provided, however, that this exclusion shall not be interpreted to preclude representation where a Participant is eligible for free legal representation because of his or her financial circumstances;
11. Disputes between Participants subject to "M. Conflicts," above.
12. All matters on any appellate level;
13. Matters pertaining to trade or business;
14. Matters pertaining to the management, conservation or preservation of property held by a Participant for the production of income.





