

PANEL ATTORNEY AGREEMENT

Please note: This agreement is between the individual attorney referenced below and the Western Conference of Teamsters Legal Services Trust Fund. This agreement does not apply to any other attorneys of the firm.

WHEREAS, the Western Conference of Teamsters Legal Services Trust Fund, (hereinafter referred to as the Fund), and (name of attorney) _____ (hereinafter referred to as Panel Attorney, intend that Panel Attorney render legal services to the Fund's eligible participants;

NOW, therefore, the Fund and Panel Attorney agree as follows:

1. Panel Attorney acknowledges that (s)he has read the Western Conference of Teamsters Legal Services Trust Plan (Plan) and Schedule of Benefits and Transaction Codes (Schedule), which are attached hereto and made a part of this Agreement, and agree to abide by and be subject to their terms and conditions.
2. Panel Attorney warrants and represents that (s)he is an attorney duly licensed to practice law in the state of _____ and that (s)he maintains an office for, and is engaged in, the full-time practice of law.
3. Panel Attorney will be compensated in accordance with the Schedule developed by the Fund and applicable at the time services are rendered. Panel Attorney shall accept the amounts reflected in the Schedule as payment in full for services rendered to eligible participants. Panel Attorney will look only to the Fund for payment, and will not seek payment, directly or indirectly, from any participant of any fee for services rendered under the Plan except for those items for which payment must be made by the participant as described in the Plan. Panel Attorney will be compensated on the basis of statements and forms submitted monthly to the Trust Fund Office for services rendered during the preceding calendar month.

4. If Panel Attorney receives payment for attorneys' fees in connection with any matter in which the Trust Fund has compensated the Panel Attorneys, Panel Attorney will reimburse the Trust Fund in an amount equal to the lesser of the compensation paid by the Trust Fund or the full amount of attorneys' fees so received. Reimbursement will be required whether the attorneys' fees are paid by order of a court or arbitrator, or pursuant to an agreement with other parties.

5. This Agreement may be terminated at any time by either the Fund or Panel Attorney by giving thirty (30) days written notice to the other party. In the event of termination by Panel Attorney, Panel Attorney agrees to complete legal services begun before termination and shall continue to be bound by this Agreement with respect to such services, and the Fund agrees to compensate Panel Attorney for such services in the manner described in paragraph three. In the event of termination by the Fund, the Fund may, at its option, require Panel Attorney to complete legal services begun before termination or require Panel Attorney to immediately cease providing services to participants and to deliver to the Trust Fund Office, or such other location or locations as the Trust Fund Office may designate, the case files on all pending matters.

This Agreement shall terminate automatically upon the occurrence of any of the following events: (1) the suspension or termination of license of the Panel Attorney to practice law in any state; (2) the failure of Panel Attorney to maintain professional liability insurance as provided for in paragraph seven; (3) the failure of Panel Attorney to be regularly engaged in the practice of law; or (4) the failure by the Panel Attorney to comply with Paragraph 12 below, which requires that the Panel Attorney immediately notify the Trust Fund Office when the Panel Attorney has received a notice of formal discipline from a State Bar or other body regulating attorney conduct. Should this Agreement be terminated automatically, Panel Attorney shall immediately cease providing services to participants and

shall deliver to the Trust Fund Office or such other location as the Trustees of the Fund may designate the case files on all pending participant matters.

6. Any dispute, claim, or controversy between Panel Attorney and a participant shall be immediately brought to the attention of the Trust Fund Office and diligent efforts shall be made to resolve the dispute. If the dispute, claim, or controversy cannot be resolved, the Trust Fund Office shall advise the Board of Trustees.

7. Panel Attorney shall maintain malpractice insurance at all times in the amount of at least \$100,000/\$300,000.

8. Panel Attorney agrees:

- a. In recognition of the participant's consent to the release of information regarding legal services rendered, to provide such information upon request by the Trust Fund Office, Independent Auditor, and/or General Counsel of the Fund, including access to participant files, and to respond promptly to letters regarding the status of pending claims, consistent with the attorney-client relationship;
- b. To verify the participant's coverage under the Plan before rendering services;
- c. That changes in the Plan during the term of this Agreement are acceptable so long as Panel Attorney is notified of any changes sixty (60) days in advance of the effective date of any such change and that Panel Attorney is permitted to terminate this Agreement. Panel Attorney may waive the sixty-day notification requirement;
- d. That Panel Attorney will complete all services once initiated, unless the attorney-client relationship is terminated by the client, or there is good cause for withdrawal without client approval under applicable state rules. **NOTE: All attorney services**

must be provided by the attorney who executes this Agreement, or by another Panel Attorney in the same firm as the attorney executing this Agreement. No attorney services may be provided by an Attorney who has not executed a Panel Attorney Agreement;

- e. That if this Agreement is terminated in any way, any and all information obtained by Panel Attorney regarding the Plan, its operation, and administration will be held in strict confidence and will not be disclosed or utilized in any manner.
- f. To maintain all documents, files and/or information regarding legal services rendered to plan participants in accordance with applicable federal and state statutes and regulations. At a minimum, Panel Attorney agrees to maintain all documents, files and/or other information for at least the length of time set forth in the statute of limitations with respect to causes of action for breach of written contract in the jurisdiction in which the Panel Attorney practices. Panel Attorney also agrees to keep copies of all claim forms and filing fee receipts.

9. The attorney-client relationship exists exclusively between Panel Attorney and Plan participants, and the Trust Fund will not interfere in any manner whatsoever with that relationship, or with the independent exercise of the legal judgment of Panel Attorney in providing services to or on behalf of Plan participants.

10. Panel Attorney shall defend, indemnify, and hold harmless the Trust Fund for any and all liabilities which may be the result, directly or indirectly, of legal services provided by Panel Attorney, or of the failure of Panel Attorney to provide legal services, to a participant.

11. For and in consideration of the foregoing, Panel Attorney hereby agrees to such payments as provided for in the Plan's terms, conditions, exclusions, and Schedule. Panel Attorney further agrees

not to visit any Teamster Local Union offices, UPS locations, or other work sites or job fairs for employees covered by the Plan, and to follow all policies and directives issued by the Plan regarding advertising or other marketing of services to Plan participants. Notwithstanding the foregoing, nothing in this Agreement shall prohibit a Panel Attorney from activities reasonably appropriate in the performance of their responsibilities as legal counsel to clients for whom they have been engaged to provide services.

12. Panel Attorney agrees to notify the Trust Fund Office immediately upon receiving formal discipline from a state Bar association or other body regulating attorney conduct. If the Trust Fund Office does not receive notice from the Panel Attorney within five business days of the notice of formal discipline, the attorney will be terminated as a Panel Attorney, and any outstanding or future invoices from the attorney after the notice of discipline will not be paid.

DATED this _____ day of _____, _____.

Panel Attorney:

(Printed name)

(Signature)

Two witness signatures are required:

Witnessed: _____

Date: _____ Printed name: _____

Witnessed: _____

Date: _____ Printed name: _____

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Delta Fund Administrators approval (Upon approval a signed copy of this Agreement will be returned to you. You must keep a copy of this Agreement in your files):

Kimberley Brown – President, Delta Fund Administrators
(Printed name)

(Signature)

(Date)