

KOEHLER & ISAACS LLP

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Dear Southern Region Member:

Over the past ten years, Koehler & Isaacs LLP has provided a voluntary legal service plan to NYSCOPBA members in the Southern Region. This comprehensive plan was developed in conjunction with your union's executive board in response to the requests of your fellow members, who have expressed the need for legal representation for personal matters.

Enclosed in this packet is a retainer agreement that describes in detail the nature of the legal services available to you pursuant to the plan. As indicated in the retainer, the representation plan is voluntary and the cost of the plan is solely the responsibility of you, the individual member. Your union has agreed to provide a payroll deduction option for those members who wish to pay for their legal services on a bi-weekly basis. In addition to the services indicated in the retainer agreement, our firm also provides a twenty-four hour hotline, which is available seven days a week for all personal injury and criminal related matters.

If you would like to obtain legal representation pursuant to the enclosed retainer agreement, please sign as indicated, and return to my attention. Along with the retainer, you must also fill out the contact information sheet, and if applicable, provide a marriage certificate and/or your child's birth certificate.

If you have any questions, please feel free to call me at 917-551-1332. You may also email me at atannis@koehler-isaacs.com. We look forward to providing the best possible representation to you and your fellow members.

Best Regards,

KOEHLER & ISAACS LLP

Amanda Tannis

Executive Assistant to Richard J. Koehler

ANSWERS TO FREQUENTLY ASKED QUESTIONS

Below, please find frequently asked questions and answers regarding the legal representation program. These questions and answers merely provide an overview of the services provided and are not a substitute for, or replacement of, the terms and conditions of the legal representation as set forth in the retainer agreement.

1. **Who is eligible to participate in the legal representation program?**
Any active or retired member of NYSCOPBA in good standing.
2. **In what counties are services provided?**
Legal representation is provided if the occurrence, controversy, arrest or legal proceeding occurs in any of the following counties: Nassau, Suffolk, Kings, Queens, Bronx, New York, Richmond, Westchester, Rockland, Orange, and Putnam.
3. **What is the cost for legal representation?**
The cost for legal representation is \$455.00 per year or \$17.50 per pay period.
4. **Who is responsible for payment of fees for legal representation?**
Each individual member of NYSCOPBA who chooses to sign a retainer agreement is personally responsible for payment of legal services.
5. **Is NYSCOPBA part of the agreement?**
No. The retainer agreement is solely between the member and Koehler & Isaacs LLP.
6. **How is payment made to Koehler & Isaacs LLP?**
Active members must pay via payroll deductions of \$17.50 per pay period.
Retirees must provide payment directly to Koehler & Isaacs LLP. Payments made in advance for the full year of coverage (\$455.00) are accepted in the following forms: certified check, money order or via credit card*.
7. **What happens if payment is not received by Koehler & Isaacs LLP?**
The retainer agreement is based upon all payments being current. If payment is not made then the contract for representation is broken and services will not be provided.
8. **How do I enroll in the legal representation package?**
In order to enroll, simply fill out all the enclosed forms and return to Koehler & Isaacs LLP.
9. **When can I enroll in the legal representation program?**
You can enroll immediately, however, you are not entitled to legal representation until payment is received.

*A fee will be assessed for utilizing a credit card as payment.

10. **Are there any fees in addition to the representation fee?**
Yes. The \$455.00 is the cost for the attorney's representation only. Additional fees may include court filing fees, index numbers, transcripts, etc...
11. **Once I sign the retainer, how soon thereafter does representation begin?**
Representation begins upon the effective date of the first payroll deduction. Please note that it may take three-four weeks for the State Comptroller's Office to commence the first payroll deduction.
12. **How do I make an appointment to meet with an attorney to discuss a legal issue other than an arrest?**
To make an appointment, call our offices at 917-551-1300 during regular business hours, 9:00 am - 5:00 pm.
13. **What should I do if I or my immediate family member is arrested?**
If you or a covered family member is arrested at any time, call our offices at 917-551-1300. An attorney will respond to your call regarding an arrest 24 hours a day, 7 days a week.
14. **Are federal criminal charges covered under the legal representation plan?**
Federal criminal charges are not covered under the legal representation plan.
15. **What coverage is provided to family members?**
Family members are provided representation under the plan for an arraignment only if they are in custody. Children are covered for arraignments only if they are under the age of 18.
16. **Are employment related issues covered under the legal representation program?**
Employment related issues are not covered under the legal representation program.
17. **If I have additional questions who should I call?**
Call Koehler & Isaacs LLP at 917-551-1300.

LEGAL REPRESENTATION PLAN INFORMATION SHEET

1. Name _____
2. Address _____

3. Mailing Address (if different from above)

4. Phone Home: _____
Work: _____
Cell: _____
5. Social Security # _____
6. Date of Birth _____
7. Shield Number _____
8. Facility _____
9. Name of Spouse _____
(please attach copy of marriage license)
10. Name & Age of Children (please attach copy of birth certificate)

_____ name	_____ age
_____ name	_____ age
_____ name	_____ age
_____ name	_____ age

AGREEMENT

This Agreement is made this _____ day of _____, _____, by and between
(Date) (Month) (Year)

_____ residing at _____,
(Name)
telephone number _____, hereinafter referred to as "CLIENT" and
KOEHLER & ISAACS LLP, 61 Broadway, 25th Floor, New York, New York 10006, hereinafter
referred to as "COUNSEL".

WITNESSETH

WHEREAS, KOEHLER & ISAACS LLP, pursuant to the terms and conditions of this agreement, has agreed to provide representation to CLIENT.

NOW, THEREFORE, in consideration of the terms, provisions and conditions of this AGREEMENT, it is hereby mutually agreed by and between the parties as follows:

1. **CRIMINAL DEFENSE.** KOEHLER & ISAACS LLP agrees to provide representation twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year, subject to the geographic restrictions set forth in paragraph 3 below, if CLIENT is accused of a crime pursuant to New York State Law whether on or off duty. (Federal charges are not covered pursuant to this agreement). Representation would include appearances at the precinct or station house of arrest, arraignment in the Criminal Court, Grand Jury proceedings and representation up to and including trial.
2. KOEHLER & ISAACS LLP agrees to provide representation **for arraignment only of a family member of CLIENT** accused of a crime under New York State Law (federal charges are not covered pursuant to this agreement), who is in the custody of a State, County or Local law enforcement agency, twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year subject to the restrictions set forth in paragraph 3 below. A CLIENT's

family is defined as CLIENT's spouse or child (less than eighteen (18) years of age). The member must provide to Koehler & Isaacs LLP a copy of a marriage license and/or a copy of a birth certificate, as applicable, to substantiate eligibility for representation for family members.

3. Representation for CLIENT, or a family member, pursuant to paragraph 1 and 2 above, is provided only if the offense occurs in a county within the **Southern Region of New York**. The Southern Region comprises the following counties: **Suffolk, Nassau, Queens, Kings, New York, Bronx, Richmond, Westchester, Rockland, Putnam and Orange**.

4. In addition to the above-stated services, representation will also be provided in the following areas for the CLIENT only, subject to the instructions set forth in paragraph 5 below:

(a) **WILLS**

CLIENT is entitled to the preparation of a Will or Codicil with standard clauses.

A Codicil is a modification or supplement to an original Will. This does not include estate planning or living trusts.

(b) **NAME CHANGE**

Legal representation will be provided in connection with a CLIENT'S change of name. This includes the preparation and submission of the name change petition and order.

(c) **BANKRUPTCY**

Legal counsel is provided if a CLIENT declares personal bankruptcy either through Chapter 7 or 13. This includes the preparation and filing of the petition, appearance with CLIENT at Section 341 meeting and confirmation hearings. A joint petition may be filed with the CLIENT'S spouse, however, spouse's are not covered for their own individual petitions.

(d) REAL ESTATE

A CLIENT is entitled to representation in the purchase or sale of their primary residence. The attorneys and the support staff will handle the real estate transaction from the contract to closing. A CLIENT may utilize the service if they are purchasing and or selling their one to three family residence, cooperative or condominium. Representation is also included for the refinancing of CLIENT'S primary residence.

(e) LEGAL CONSULTATION

A CLIENT is entitled to legal consultations that are unrelated to other matters covered by the plan; legal consultation does not include employment issues other than off duty arrests.

(f) LANDLORD/TENANT

This plan provides a CLIENT with attorney's representation in case of an eviction resulting from either a non-payment or hold-over proceeding. This plan does not provide benefits if the CLIENT is the landlord.

(g) ADOPTIONS

Legal counsel is provided for adoptions by CLIENT. This includes the preparation and filing of the petition and related papers, Court appearance with client and adoptive child for final adoption.

(i) ADMINISTRATION OF ESTATES

The plan provides legal counsel for probating or administering a CLIENT'S estate if uncontested. This includes the preparation and filing of a petition for letters

testamentary or administration and the filing of required inventory of assets. The estate is responsible for filing fees, costs and disbursements. The preparation and the filing of an estate tax return is not covered by the plan.

5. Pursuant to this agreement, representation for CLIENT for services provided pursuant to paragraph 4 (a) through (i), is provided only in a county within the **Southern Region of New York**. The Southern Region comprises the following counties: **Suffolk, Nassau, Queens, Kings, New York, Bronx, Richmond, Westchester, Rockland, Putnam and Orange**.

6. Fees for expenses and Court fees are not covered by the retainer agreement. Expenses can include, but are not limited to, investigation costs, photographs, expert witness fees, photocopying charges, service of process costs, transcripts, necessary travel and out-of-pocket expenses. Court fees can include, but are not limited to, the purchase of index numbers, request for judicial intervention and filing fees. Authorization will be sought in advance of incurring any expense.

7. The annual fee for legal representation is four hundred fifty five dollars (\$455.00) per year. The retainer fee will be deducted from CLIENT's pay check at a rate of seventeen dollars and fifty cents (\$17.50) per pay period if CLIENT chooses payroll deduction or directly, in full, to COUNSEL. It is agreed and understood by CLIENT that COUNSEL will forward payroll deduction information to CLIENT'S union, NYSCOPBA. It is further agreed CLIENT will fill out and submit all necessary paperwork to COUNSEL.

8. This firm acknowledges CLIENT reserves the right to terminate this firm's services at any time, with or without cause, by notice in writing. Such termination does not discharge CLIENT'S obligation to pay all costs, disbursements and fees incurred up to and including the date termination of services is communicated to this firm.

9. CLIENT acknowledges COUNSEL's right to terminate legal representation, subject to all applicable rules and laws.

10. It is understood and agreed to by CLIENT that legal representation, pursuant to this agreement, will not begin until the effective date of the first payroll deduction.

11. KOEHLER & ISAACS LLP and CLIENT understand that NYSCOPBA is not a party to this agreement; NYSCOPBA's involvement is solely limited to assisting individual employees to participate through payroll deduction.

12. In signing this Retainer Agreement, CLIENT acknowledges that he/she has read it, or it has been read to CLIENT and that CLIENT fully understands it and agrees to be bound by it.

13. If CLIENT had any questions about this agreement, or required clarification, CLIENT has asked them and they have been answered to CLIENT'S satisfaction before signing this agreement.

14. If the terms of this Retainer Agreement are acceptable, please sign both the original and the copy, retain the copy for your own file and return the original to COUNSEL.

CLIENT

KOEHLER & ISAACS LLP
By: Steven Isaacs