

# Alaska Public Employees Association-AFT Legal Trust Fund

## PLAN ATTORNEY AGREEMENT

Name of Attorney: \_\_\_\_\_ Phone: \_\_\_\_\_

Legal Name of Firm: \_\_\_\_\_ Tax ID: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Email: \_\_\_\_\_ Web Address: \_\_\_\_\_

Please indicate your fields of practice:

General Practice     Wills/Estate Planning     Real Estate     Tenant Issues  
 Civil Litigation     Consumer Transactions     Personal Injury     Bankruptcy  
 Family Law     Mediation     Adoption     Immigration

I/We agree that the following terms will govern all legal matters undertaken by myself, or my firm, on behalf of clients covered by the APEA-AFT Legal Services Plan.

I/We agree to charge at a rate not exceeding One Hundred Fifty Dollars (\$150.00) per hour for all legal services provided under the Plan, and not exceeding Ninety Dollars (\$90.00) per hour for paralegal or law clerk services provided under the Plan; the client cannot be charged a higher rate than allowed by the Plan for the entirety of their matter. I/We understand this rate is effective for services beginning July 1, 2018.

I/We understand and agree that the Plan provides for payment of up to \$2,000.00 per Plan Participant each Plan year (July 1 thru June 30). Payment will be made at 100% for legal services, expenses, and tax covered under the terms of the Plan. Once the Plan Participant has used the maximum benefit for the Plan year, any payment for services performed in the same Plan year will be the client's responsibility.

I/We agree that all third-party recoveries must be reimbursed to the APEA-AFT Legal Trust Fund. We understand that no flat fee billings will be allowed. Contingency fee cases are not covered. I/We further understand that the Plan reserves the right to withhold payments upon the Plan Participant's request.

I/We agree to submit itemized billings in the name of the Plan Participant listed on the "User Agreement" form showing daily and hourly charges of detailed services on a monthly basis (even though the case may be ongoing) to the APEA-AFT Legal Trust Fund office.

**I/We understand that payment will be denied if itemized billings are not received in the Plan Office by August 31 for services performed in the prior Plan year ending June 30.**

I/We agree that APEA-AFT Legal Trust Fund's responsibility for payment of covered fees and expenses is contingent upon eligibility of the client and Plan coverage of the particular matter under the terms of the Plan Booklet. I/We agree to consult the Trustees or Administrator in the event a question of interpretation of the Plan Booklet arises.

I/We agree to hold the Trust harmless, defend, and indemnify it against any action or claim arising out of, or in connection with, the Attorney's conduct or handling of any matter for a Participant of the Plan. I/We further understand that I/We may be removed from referral lists if the Trustees determine, in their sole discretion, it is in the best interest of the Plan Participants to do so.

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**APEA-AFT LEGAL TRUST FUND**  
**211 4th St. Suite 306**  
**Juneau, AK 99801**

**Email: LegalTrust@apea-aft.org**

**Phone: (907) 586-9855**

**Fax: (907) 586-5905**

**Web: <https://apea-aftlegaltrust.org>** 7/1/21