

Alaska Public Employees Association-AFT Legal Trust Fund

**PLAN ATTORNEY AGREEMENT**

Name of Attorney: \_\_\_\_\_ Tax ID: \_\_\_\_\_

*Please print.*

Name of Firm: \_\_\_\_\_ Phone: \_\_\_\_\_

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    \_\_\_\_\_ Other: \_\_\_\_\_

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 Member 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, 2017.

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

I/We agree that all third party recoveries must be reimbursed to the APEA-AFT Legal Trust Fund and that no flat fee billings will be allowed, nor are contingency fee cases covered. I/We further understand that the Plan reserves the right to withhold payments of billings upon the Member's request.

I/We agree to submit itemized billings in the name of the Member listed on the "Member 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 to consult the Plan in the event a question of interpretation of the Plan Booklet or Plan coverage arises.

I/We agree that APEA-AFT Legal Trust Fund's responsibility for payment of covered fees and expenses is contingent upon eligibility and Plan coverage of the particular matter under the terms of the Plan Booklet.

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 Member of the Plan. I/We further understand that I/We may be removed from member referral lists if the Trustees' determine, in their sole discretion, it is in the best interest of the members to do so.

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

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

**Email:** [legaltrust@apea-aft.org](mailto:legaltrust@apea-aft.org)  
**Phone:** (907) 586-9855  
**Fax:** (907) 586-5905  
**Web:** [www.apea-aftlegaltrust.org](http://www.apea-aftlegaltrust.org)