

LEGAL DEFENSE PLAN

**EFFECTIVE
MARCH 21, 2018**

THE LOS ANGELES POLICE
PROTECTIVE LEAGUE



PLAN DOCUMENT
(Effective March 21, 2018)
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PLAN DOCUMENT

The Los Angeles Police Protective League Legal Defense Plan (the “Plan”) is established by the Los Angeles Police Protective League and operated by the Los Angeles Police Protective League Trust Committee (the “Trust Committee”) for the purpose of providing specified legal services and other representation to Members solely on the terms and conditions specified in this Plan Document and as may be amended pursuant to this Plan Document. NOTE: All benefits, coverage, terms and conditions are governed by the Plan Description. Interpretation of Plan provisions, including coverages and benefits, is vested exclusively in LAPPL’s Board of Directors, in its absolute discretion, unless the authority has been properly delegated.

SECTION 1: DEFINITIONS. As used in this Plan Description:

- A. “Account” means any checking, savings and/or investment accounts maintained by the Trust whether or not the primary purpose of such Account is the payment for such services and representation as may be provided for in this Plan Document. The Account shall not be divided into individual accounts but rather the entire corpus shall be invested and used for the benefit of all Participating Members.
- B. “Board” means the Board of Directors of the Los Angeles Police Protective League (“LAPPL”) as the same is established under and pursuant to the Bylaws of the LAPPL.
- C. “Board of Rights” means a discipline hearing conducted by the Los Angeles Police Department under Los Angeles City Charter section 1070.
- D. “Claims Unit Administrator” means an employee of the LAPPL assigned to manage and supervise the day-to-day operation of the Plan as the Board of Directors directs.
- E. “Course and Scope of Employment” means all activities of a Participating Member while on duty in connection with the duties of Employment, and all law enforcement activities authorized or required by the Participating Member’s Employment, whether on duty or technically off duty where the Participating Member acted in good faith, without malice, fraud or oppression. In considering course and scope of employment, the conduct during the primary on duty or technically off duty incident itself shall be determinative. For purposes of this Plan and the benefits sponsored herein, the term “Course and Scope of Employment” does not include conduct in subsequent interviews, Workers Compensation proceedings, court proceedings, or administrative proceedings that arise primarily because of the primary incident.
- F. “Employment” means employment by and with the City of Los Angeles as a sworn police officer of the Los Angeles Police Department.
- G. “ERISA” means the Employee Retirement Income Security Act of 1974. ERISA governs the Plan assets, their use, and the fiduciary responsibilities of the persons who administer this plan.
- H. “IC” means Independent, or In-house Counsel, as may be retained by the Board of Directors.
- I. “Investment Committee” means a committee of individuals appointed by the Trust Committee to review Plan investments. The investments shall be determined with the assistance of an investment company that is selected by the Investment Committee and ratified by the Insurance and Trust Committee.
- J. “LAPPL” means the Los Angeles Police Protective League.
- K. “Legal Committee” means the League’s “Legal committee as defined in the Bylaws.
- L. “Legal Services and Other Representation” means advice, consultation or representation rendered by a licensed Panel Attorney or Panel Representative to a Participating Member.
- M. “Member” means a member in good standing of the LAPPL.

- N. "Notice" means claims reporting information as required by this Plan Document. Notice to the Claims Unit Administrator shall be effective on the date the Claims Unit Administrator actually receives it. Any notice of a request or a claim for legal services and representation to the Claims Unit Administrator or designee must be confirmed in writing when requested on the prescribed form within thirty (30) days to be effective.
- O. "Panel Attorney" means an attorney, selected by the LAPPL's Board of Directors to provide legal services to a Participating Member on an attorney-client basis, who meets applicable minimum qualifications set forth in this Plan Document and who has been approved by the Board as a Panel Attorney. Panel Attorneys paid by the Plan are neither agents nor employees of the Plan or the LAPPL. Neither the Plan nor the LAPPL makes any recommendation or warranty, expressed or implied, with respect to the skill or expertise of such attorneys.
- P. "Panel Representative" means a person not licensed to practice law who is experienced in the representation of peace officers in administrative disciplinary matters who is approved by the Board to work under the supervision of the IC or a Panel Attorney. Panel Representatives paid by the Plan are neither agents nor employees of the Plan nor the LAPPL. Neither the Plan nor the LAPPL makes any recommendation or warranty, expressed or implied, with respect to the skill or expertise of such representatives.
- Q. "Participating Member" means a Member who has met all of the eligibility qualifications for enrollment in the Plan and is enrolled in good standing in this Plan.
- R. "Payroll Reimbursement" means a payroll reimbursement option for gross salary loss for up to 240 hours or thirty 8-hour days' aggregate per year as a result of disciplinary suspension when an accused Participating Member decides not to appeal the discipline to an opted Board of Rights and accepts the suspension without pay. There will be no reimbursement benefit for a Participating Member who is ordered to a Board of Rights by the Chief of Police. In the event of a settlement prior to the LAPPL entering into a contract with a Panel Attorney to represent the officer at a Board of Rights, the Participating Member will be eligible for reimbursement as per terms of this Plan. In the event the LAPPL has entered into a contract with a Panel Attorney, but the first witness in the Board of Rights has not been sworn in, the Participating Member may be eligible for reimbursement not to exceed one-half of the Panel Attorney's fee only when such Participating Member withdraws his/her appeal and accepts the suspension without pay. Disciplinary suspensions recommended and imposed by the Chief of Police after the first witness has been sworn in at a hearing before a Board of Rights are not covered by the provisions of this paragraph and no such Payroll Reimbursement shall issue under such circumstances.
- S. "Plan" means the legal services and representation benefit plan sponsored by the LAPPL as set forth in this Plan Document and any attachments as amended from time to time by the Board, and all such rules and regulations as may be adopted by the Board in its sole and exclusive discretion.
- T. "Reasonable Costs" means court costs and related fees and expenses which may include filing fees, transcript costs and necessary expert witness fees.
- U. "Trust Account" means an account maintained by the Plan's Trustees pursuant to a Trust Agreement entered into between the Plan Trustees and the LAPPL in a financial institution containing fees received from Participating Members for participation in the Plan. The "Trust Account" also means and includes any Investment Account established by the Investment Committee as defined above.
- V. "Trust Committee" means the LAPPL's Insurance and Trust Committee whose members shall be appointed by the Board in accordance with the LAPPL's Bylaws.
- W. "Trust Fund" means a qualified Trust under IRC Section 501(c)(5).

SECTION 2: PLAN ADMINISTRATION. The Plan shall be managed, directed and administered as follows:

A. Board.

The Board, per Bylaw Section B.2.g., delegates the authority to operate the day-to-day operations of the Plan as well as certain claims review authority to the Trust Committee.

B. Trust Committee.

- a. The Trust Committee shall administer the Plan in accordance with the rules and regulations of ERISA; as such, the members of the Trust Committee are fiduciaries to the Plan, its Participating Members and its assets;
- b. review and approve reports of disbursements and receipts of the Plan;
- c. develop and implement an Investment Policy suitable for the Plan and its assets;
- d. conduct and decide appeals-subject to whatever other level of appeal may be provided for in this Plan Document for Participating Members who have been denied coverage under the Plan, in accordance with the Appeals Procedures set forth in this Plan Document; when deciding such appeals the Trust Committee shall have the full and absolute discretion to interpret and apply the Plan Document, as amended, and to adopt and enforce such rules and regulations which, in the sole and exclusive discretion of the Board, are necessary and proper for the operation and administration of the Plan.

C. Independent or In-house Counsel (IC): The IC shall:

- a. manage, administer and supervise the Plan and the Claims Unit Administrator as the Board directs;
- b. subject to Board approval, contract and assign Panel Attorneys to render legal services and representation to Participating Members;
- c. subject to Board approval, contract and assign Panel Representatives to render non-legal representational services to Participating Members;
- d. report and account for disbursements and receipts from the Fund Account as the Trust Committee and the Board may direct;
- e. review, approve or disapprove claims and requests for benefits, subject to the rights of appeal set forth in this Plan Document;
- f. respond to questions, notices and claims from Participating Members, the Board or the Trust Committee relating to this Plan;
- g. provide and distribute copies of the Summary Plan Description (“SPD”) and/or the Plan Document to Participating Members and to furnish copies of the SPD, if applicable, and Plan Document to Participating Members upon written request.
- h. When undertaking the foregoing acts and duties, the IC shall possess the full and absolute discretion to interpret and apply the Plan Document, as amended, and to adopt and enforce such rules and regulations which, in the sole and exclusive discretion of the Board, are necessary and proper for the operation and administration of the Plan.

D. Claims Unit Administrator: The Claims Unit Administrator shall:

- a. manage and supervise the day-to-day operations of the Plan under the supervision of and as the IC directs;
- b. accept, review, administer and process claims and requests for legal services and other representation specified in this Plan Document in accordance with instructions from and supervision by the IC;
- c. track and account for disbursements and receipts from the Trust Account as the Board, Trust Committee or the IC may direct;

- d. under the direction of the IC, respond to questions, notices and claims relating to benefits;
- e. under the direction and supervision of the IC develop and provide on-the-job training to such persons whose services may be utilized with respect to the Plan's provision and administration of benefits;
- f. under the direction and supervision of the IC provide general supervision of staff assigned to the Plan's Claims Unit;
- g. validate – upon in-take of a claim -- that a Participating Member is a member-in-good standing of the LAPPL before a claim for legal services and/or any other benefits sponsored by the Plan are submitted to the IC for approval;
- h. facilitate the processing of claim denial reviews by coordinating the dates of appeal hearings, providing the relevant body with those documents which may be applicable to the appeal, etc.

SECTION 3. FINANCIAL

- A. The Plan provides for the payment of legal services, non-legal representation and other non-legal benefits to Participating Members as provided for in this Plan Document.
- B. The benefits provided by the Plan shall be funded from the Plan's Trust Account. The Trust Account shall be comprised of one or more banking and/or investment accounts as the Trust Committee may from time-to-time determine.
- C. The Trust Committee shall establish an Investment Policy for the Trust Account. In adopting and implementing any such Investment Policy, the Trust Committee shall take into account the purposes of the Plan, the funding stream of the Plan and the benefits which the Plan shall be required to finance. Benefit coverage shall be determined by the Board from time to time.
- D. The precise benefits provided by the Plan are subject to amendment by the Board and the Board possesses the full and unfettered discretion to implement any modification to the benefits currently sponsored through this Plan.

SECTION 4. CHANGES TO PLAN

The Board possesses the unfettered and sole discretion to modify, amend or terminate the Plan at any time. Any changes shall become effective and apply to all claims for legal services and other representation benefits made by a Participating Member or reported to the Plan on or after the effective date of the change.

SECTION 5. ELIGIBILITY TO RECEIVE BENEFITS

Participation in, and the right to legal services and other representation benefits under the Plan, arises only upon a Member's enrollment in the Plan, current payment of all required members' premiums, current LAPPL membership-in-good- standing status, and subsequent approval by the IC of a claim for benefits under the Plan made by the Participating Member. The submission of a payroll deduction card will be considered payment. In order to become a Participating Member and to be enrolled and qualified for benefits under this Plan:

- A. the Participating Member must be an active LAPPL member in good standing;
- B. the Participating Member is then current in her/his premium remittances to the Plan, and;
- C. the Participating Member complies with all rules and regulations as may be

adopted by the Board and/or the Trust Committee with regard to enrollment in and eligibility for benefits from the Plan.

SECTION 6. CLAIMS FOR COVERAGE AND BENEFITS

A. Participating Members are eligible to receive benefits for claims that are timely requested and reported to the Claims Unit Administrator and approved by IC. If a claim is not timely submitted to the Claims Unit Administrator or approved by IC then the Participating Member is not eligible to be represented by the Plan and must pay for their own legal counsel.

- a. A claim shall be deemed reported to and lodged with the Plan when notice of such claim – whether electronically or in writing - is provided in accordance with any of the processes identified in SECTION 7 of this Plan Document; and
- b. all claims by a Participating Member arising out of the same occurrence shall be deemed made and reported on the respective date(s) the first claim is lodged by the Participating Member.

B. For Claims Involving Other than Civil Lawsuits and Criminal filings.

- a. Upon receiving notice of claim for benefits – in accordance with SECTION 7 of this Plan Document -- concerning an incident involving a personnel action and/or complaint, coverage shall be determined by the IC. The IC shall have seventy-five (75) days in which to make the coverage determination. In determining whether a Claim shall be extended coverage under this Plan, the Board delegates to the IC the full discretion to interpret and apply the terms of this Plan Document as well as any rules or regulations of the Plan which may apply to the at-issue claim. The IC shall provide the Participant with a written, or electronic, notice of whether or not the claim has been accepted, rejected or accepted in part and any such rejection shall be subject to any appeal brought in compliance with SECTION 21 of this Plan Document. In the event of an adverse determination, the notice shall include:
 - i. the specific reason(s) for the adverse determination;
 - ii. reference to the specific Plan provisions on which the determination is based;
 - iii. that the Participating Member is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Participating Member's claim for benefits;
 - iv. a description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under section 502(a) of the Act following the exhaustion of the Plan's adverse benefit determination processes.

C. For Claims Involving Civil Lawsuits naming the Participating Member or Criminal Filings against the Participating Member.

- a. Upon receiving notice of claim for benefits – in accordance with SECTION 7 of this Plan Document -- concerning an incident involving a request for coverage relating to a civil, or criminal proceeding against the Participating Member the request shall be reviewed in the first instance by the Legal Committee. No more than thirty (30) days after the claim has first been received, the Legal Committee shall advise the Board of its recommendation. The recommendation is non-binding on the Board. No more than forty-five (45) days after its receipt of the Legal Committee's recommendation, the Board shall decide whether or not to approve the claim. In determining whether a Claim shall be approved under this Plan, the Board (A) shall conduct its review *de novo* and shall not be bound by the recommendation of the Legal Committee and

(B) shall have and possess the full discretion to interpret and apply the terms of this Plan Document as well as any rules or regulations of the Plan which may apply to the at-issue claim. The Board shall provide the Participant with a written notice of whether or not the claim has been accepted, rejected or accepted in part and any such rejection shall be subject to any appeal brought in compliance with SECTION 21 of this Plan Document. In the event of an adverse determination, the notice shall include:

- i. The specific reason(s) for the adverse determination;
- ii. reference to the specific Plan provisions on which the determination is based;
- iii. that the Participating Member is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Participating Member's claim for benefits;
- iv. a description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under section 502(a) of the Act following the exhaustion of the Plan's adverse benefit determination processes.

SECTION 7. METHOD OF CLAIMS APPLICATION

- A. Submitting a Claim: Applications for all benefits sponsored through this Plan shall be submitted to the Claims Unit Administrator on the applicable Claim Forms. The Trust Committee shall, from time-to-time, draft and implement such Claim Forms and may delegate this duty to the IC. Off hours approval in emergency situations may be approved by contacting the on-call League director, or IC, for verbal approval in advance on condition that the proper application forms are completed as soon as practicable.
- B. Time Limits for Filing Claims: Any and all claims must be filed – in accord with the process set forth in Sub-Section A, of this SECTION 7 – within 120 days of receiving notice of any facts that would form the basis of the claim.

SECTION 8. EFFECTIVE DATE OF COVERAGE

The effective date of Plan coverage for any Participating Member shall be designated by the IC after receipt of an application for participatory status from the concerned Participating Member. The Plan shall advise the Participating Member, in writing, of the Participating Member's acceptance as a Participating Member which shall include the date of the Participating Member's Effective Date of Coverage.

SECTION 9. TERMINATION OF PARTICIPATION AND OF ENTITLEMENT TO BENEFITS

A Participating Member's participation in, and entitlement to, benefits under the Plan shall automatically terminate upon:

- A. failure to remain current in his/her Participating Member Premiums;
- B. voluntary withdrawal from participation in the Plan (voluntary withdrawal from the Plan will result in ineligibility to rejoin the Plan for a period of three years without specific approval by the Board of Directors);
- C. termination of the Participating Member's Employment, either voluntary, involuntary or by retirement pursuant to the retirement rules of the City of Los Angeles, subject to paragraph F below;

- D. termination or withdrawal of the Participating Member's membership in-good-standing in the LAPPL while that individual remains employed by the City of Los Angeles as a sworn member of the Los Angeles Police Department;
- E. failure of the Participating Member to (a) cooperate with the Plan, a Panel Attorney, a Panel Representative and/or any person or entity authorized to act on behalf of the Plan and/or (b) abide by and comply with this Plan Document and/or any other rules or regulations of the Plan
- F. Exception in case of retirement or separation: Any claim under this Plan must be submitted within 120 days from separation or retirement from LAPD, comply with SECTION 7 B, and the conduct in question must have occurred while the Member was an LAPD employee and a Participating Member of this Plan. The representation requested must take place in Los Angeles County.

SECTION 10. PLAN BENEFITS

Subject to the exclusions in SECTION 11 below, and any other applicable limits of benefit coverage specified in this Plan Document, or as proscribed by the Board in its sole and exclusive discretion, the Plan shall provide legal and representational services and reasonable costs related to such legal/representational services on behalf of a Participating Member as follows:

A. Administrative:

- a. Legal consultation concerning disciplinary matters, and representation during administrative interviews that may result in the imposition of disciplinary action. In determining whether to provide coverage to any such claim, the IC has been delegated the full and unfettered discretion to interpret and apply the terms set forth in this Plan Document.
 - i. EXCEPTION: Categorical Use of Force interviews are covered under a separate contract not connected with this Plan and are not covered under this Plan. Non-categorical Use of Force interviews are covered by the Officer Representation Section and are also not covered by this Plan and this Plan does not provide coverage or benefits for either a Categorical or Non-Categorical Use of Force. Provided, however, that in the event either process results in a formal personnel complaint being filed, that event after the filing of the formal personnel complaint is covered by this plan, subject to the submission of a timely Claim. RMEC, Administrative Appeals, POBRA 30-day responses, grievances, and Skelly responses for paper penalties, are handled by ORS and are not covered under this Plan.
- b. Legal defense and reasonable costs to sustained administrative charges alleging misconduct at a hearing before a Board of Rights. The Plan does not cover Administrative Appeal hearings or arbitrations, nor does it cover appeals to the Superior Court.
- c. Legal consultation during all aspects of pre-disciplinary "Skelly" procedures. Skelly procedures are defined as responses to a Notice of Proposed discipline that recommends suspension of one day or more, or demotion. Responses to Department actions for less than one day, or downgrades, are not covered.
 - i. EXCEPTION: The Skelly procedures for Reserve Officer Participating Members are covered regardless of the proposed penalty.

B. Civil Defense

- a. Legal defense and related reasonable costs for representation in

connection with a civil proceeding brought against a Participating Member as a named defendant for actions arising directly out of the Participating Member's activities during the course and scope of employment and when the City of Los Angeles refuses to defend the concerned Participating Member and it has been determined – at either the initial Claim review or on appeal as provided for in this Plan Document - that the Participating Member acted in good faith without malice, fraud or oppression. In considering course and scope, and whether at the initial Claim review step or on appeal of a Claim denial, only the primary incident itself shall be considered. The term “course and scope,” for purposes of Claim approval, does not include conduct in subsequent interviews, court proceedings, Workers Compensation proceedings, or administrative proceedings that arise primarily because of the primary incident.

C. Criminal Defense

- a. Legal defense and related reasonable costs for defense representation at a criminal proceeding brought against a Participating Member arising directly out of the Participating Member's activities during the course and scope of employment after a specific determination is made that the requesting Participating Member acted in good faith, without malice, fraud or oppression. In considering course and scope, and whether at the initial Claim review step or on appeal of a Claim denial, the primary incident itself shall be considered. The term “course and scope,” for purposes of Claim approval, does not include conduct in subsequent interviews, court proceedings, Workers Compensation proceedings, or administrative proceedings that arise primarily because of the primary incident.

D. Payroll Reimbursement

- a. Payroll reimbursement for gross salary (not including lost overtime or other benefits) loss for up to 240 hours or thirty 8-hour days' aggregate per year as a result of disciplinary suspension when an accused Participating Member decides not to appeal the discipline to an opted Board of Rights and accepts the suspension without pay. The “year” shall be determined by looking back one calendar year from the date the Chief of Police has signed the Complaint and Relief from Duty form and counting any reimbursements made pursuant to the date the Chief of Police signed any other Complaint and Relief from Duty forms that were the basis of any other reimbursements. One calendar year means 365 days. The date the reimbursements were actually paid by the Plan, or deducted from the Participating Member's payroll check, shall be ignored. The year calculation will be between the dates the Complaint and Relief from Duty forms were signed. Only loss of pay actually suffered due to suspensions are covered. Should a suspension benefit be actually paid and at a subsequent time at least 90 days thereafter, a court, the Department, or a settlement agreement reduces the number of suspension days, the Participating Member need not refund the money to the Plan. There will be no reimbursement benefit for a Participating Member who is ordered to a Board of Rights by the Chief of Police. In the event of a settlement prior to the LAPPL entering into a contract with a Panel Attorney to represent the officer at a Board of Rights, the Participating Member will be eligible for reimbursement subject to the terms of this Plan. In the event the LAPPL has entered into a contract with a Panel Attorney, but the first witness in the Board of Rights has not been sworn in, the Participating Member will be eligible for reimbursement not to exceed one-half of the Panel Attorney's fee only when such Participating Member withdraws her/his Board of Rights and accepts the suspension without pay. Disciplinary suspensions recommended and imposed by the Chief

of Police after the first witness is sworn in at a hearing before a Board of Rights are not covered by the provisions of this paragraph.

E. Grand Jury

- a. Legal representation and related reasonable costs at a federal or state Grand Jury, or in interviews pursuant to a Grand Jury inquiry by state or federal law enforcement agents, concerning conduct arising during course and scope of employment.

F. District Attorney Brady/ORWITS System

- a. Legal representation in objecting to the placement of a Participating Member in the Los Angeles District Attorney's Brady/ORWITS System under the District Attorney's Brady/ORWITS Protocol. This benefit does not include any appeals to the Superior Court from the District Attorney's final decision.

G. Contempt Proceedings

- a. Legal representation in contempt proceedings arising out of court testimony regarding incidents during course and scope of employment, including, but not limited to, body attachments and bench warrants. This representation does not include any appeals to a higher court, nor reimbursement for fines.

H. Pitchess Hearings

- a. Legal representation in Pitchess hearings arising from course and scope activities wherein the City Attorney requests the assistance of legal counsel for the officer to assert a Participating Member's personal right in protecting his/her confidentiality rights in personnel records. This representation does not include any appeals to a higher court.

I. NOTE: The Plan does not cover any action in the Superior Court or Appellate Court such as writs of any kind, temporary restraining orders, or other actions concerning challenges to Department actions.

J. Reasonable and necessary fees for services for all Coverages are fully paid only when using a Panel Attorney and/or a Panel Representative.

SECTION 11. EXCLUSIONS

The Plan will not provide Legal Services and Other Representation, described in Section 10 above if:

- A. The requesting Member is not a Participating Member.
- B. The request is related to any representation to file, perfect or litigate an appeal of the decision of a civil or criminal court, a Board of Rights, or any other administrative hearing, to any higher administrative body and/or court.
- C. The request is related to any claims for which benefits may be available under Workers Compensation, occupational health and safety, unemployment compensation, disability benefits, equal employment laws or similar laws or programs.
- D. The request is related to any payment or indemnification for loss incurred as a result of any civil or administrative proceeding, action, judgment, award, settlement, fine or penalty of any kind.
- E. The request is related to any cost of bail bonds, appeal bonds or other bonds.
- F. The request is related to any attempts to obtain, protest, preserve or set aside pension or retirement benefits or benefit determinations, including disability retirement

benefits or decisions relating to any of these, under any federal, state or local government system.

- G. Except as provided in SECTION 10 above, no benefits shall be provided under the Plan for any federal, state or local civil action as a plaintiff, petitioner or claimant.
- H. In the case of payroll reimbursements, the Participating Member must have been participating in the Plan in good standing on a day preceding the date the Notice of Proposed Discipline form is signed by the Department.
- I. In determining whether an exclusion set forth in this SECTION 11 applies to a Claim, the Claims Administrative Unit, the IC, the Trust Committee and, in the event of any appeal from a denial of a Claim, the Board, shall possess the full and complete discretion to interpret and apply this Plan Document.

SECTION 12. NOTICE OF OCCURRENCE

When an occurrence takes place, which may result in a request or Claim for legal services or other benefits under the Plan, the Participating Member shall give written or verbal notice to the Claims Unit Administrator prior to the occurrence of the representation and as soon as practicable and in no event not more than 120 days after the Participating Member had notice of the need of such representation, or reimbursement. Such notice shall specify particulars sufficient to identify the Participating Member, and all reasonably obtainable information respecting the time, place and circumstances of the occurrence. When verbal notice is given, the Participating Member shall be required to confirm his/her Claim by – not later than thirty (30) days from initial verbal notice of the Claim - on such Claim Forms as may be prescribed by the IC. Notice of occurrence shall be directed to the Plan as follows:

Claims Unit Administrator, Legal Defense Plan Los Angeles Police Protective League
1308 W. Eighth Street, Suite 200
Los Angeles, CA 90017
Telephone: (213) 368-0600 or 866-LAPPL4U

SECTION 13. ASSISTANCE AND COOPERATION OF THE PARTICIPATING MEMBER

The Participating Member shall assist and cooperate with the Plan at all times, including the providing of relevant documents (including confidential personnel documents and confidential medical information), assisting with investigations, discovery and appearing at meetings and hearings. Failure to do so shall result in denial of benefits under the Plan and a revocation of coverage and benefits with regard to the then applicable Claim.

SECTION 14. OTHER COVERAGE IS PRIMARY; COVERAGE UNDER THIS PLAN IS EXCESS

Benefits provided by this Plan are secondary to other all other insurance or benefits which may be applicable to the Claim. This means that if another valid and collectable plan of insurance or other employee benefit plan provides the same type of legal services or representation otherwise covered under this Plan, then the coverage provided by the other plan or insurance shall be the primary coverage or insurance. As used in this section, the term “other plan or insurance” includes, but is not limited to insurance or self-insurance coverage or benefits provided by or through the City of Los Angeles, Los Angeles Police Department, other groups or associations; or any other pre-paid legal insurance, self-insurance or insurance plan or agreement of risk assumptions; and any obligation to defend, pay or indemnify under any statute, ordinance, regulation or agreement.

Prior to seeking legal services and other representation under the Plan, the Participating Member agrees to:

- A. Submit any and all Claims otherwise covered by the Plan for coverage and/or reimbursement to all such other plans or insurance and, if requested by the IC, to undertake and pursue such coverage claims.
- B. Execute and deliver instruments and other documents to the Plan and any other entity and do whatever else is necessary to pursue such coverage claims.
- C. Do nothing to prejudice the subrogation rights of the Plan, as set forth in this Plan Document, to recover money or benefits due the Participating Member in connection with such coverage claims. The Plan may pay all expenses for the pursuit of such coverage claims and reserves the right to assume the legal representation of the Participating Member for that purpose.

SECTION 15. SUBROGATION & EQUITABLE LIEN ON THIRD PARTY RECOVERIES

- A. If the Plan expends any money to provide legal services to a Participating Member, the Plan, shall stand in the shoes of the Participating Member to assert the Participating Member's right to recover against any person, agency, organization, political subdivision or any other entity up to the full amount of the compensation received from the other party. The Plan does not take into account state law doctrines such as limitations on its rights to recover in cases where you have not been fully compensated. The Participating Member shall execute and deliver all instruments and other documents necessary to secure and pursue such rights. In addition, the Participating Member shall do nothing to prejudice the Plan's rights and must cooperate in all respects with the Plan's effort to recover.
- B. If the Plan approves a Claim and expends any moneys to provide legal services or other benefits to a Participating Member, the Plan shall be reimbursed in the event the Participating Member obtains a judgment or similar order awarding the Participating Member damages in connection with the events which triggered the Claim and its coverage by the Plan. Reimbursement shall include all legal fees and costs expended to represent the Participating Member. These fees and costs must be paid before the Participating Member receives any settlement proceeds. All taxes, either state or federal, are to be paid by the Participating Member. With respect to this obligation of reimbursement, the Participating Member shall grant the Plan an equitable lien upon and against such a recovery and the Participating Member, as a condition of obtaining benefits from the Plan, shall execute all such documents and things necessary to establish such an equitable lien in favor of the Plan.

SECTION 16. CHANGES AND AMENDMENTS TO PLAN ONLY BY WRITTEN AMENDMENT

The terms of this Plan Document, or its attachments, shall not be waived or changed except by written amendment or endorsement approved by the Board.

SECTION 17. NO CHOICE OF REPRESENTATIVE

A Participating Member shall not have the right to select her/his representative of choice under this Plan. The IC shall have the obligation to designate a representative to provide the legal services and/or other representation for which the Participating Member qualifies under this Plan. Such representative shall be an In-House attorney, Panel Attorney or Panel Representative, or both, as determined by the IC. If a Participating Member refuses representation by the In-House Attorney, Panel Attorney or Panel Representative selected to represent him/her or fails or refuses to cooperate

or accept the advice of the IC or a Panel Attorney or Panel Representative, the Plan shall be free from further obligation to such Participating Member to provide benefits under this Plan or otherwise. Such Participating Member shall be free to employ counsel at his/her own expense to represent him/her.

SECTION 18. AUTHORITY OVER REPRESENTATIVES

The Plan, acting through its Board and the IC, shall have sole authority and discretion to approve, contract with, hire, and to maintain administrative liaison with all In-House Attorneys, Panel Attorneys and Panel Representatives who are to render legal services and other representation to Participating Members under the Plan.

SECTION 19. MINIMUM ATTORNEY AND PANEL REPRESENTATIVE QUALIFICATIONS

- A. No Attorney or Panel Representative shall be employed or compensated by the Plan for services to be rendered to Participating Members under this Plan unless such Attorney or Panel Representative has agreed in writing to:
 - a. accept the Plan's compensation arrangements; and
 - b. accept the Plan's required case assignment and periodic reporting procedures.
- B. No person shall be retained by the Plan as an Attorney unless such person is insured for professional liability and is a member-in-good-standing with the California State Bar. Any person who does not meet the underwriting criteria for professional liability insurance required by a professional liability insurance carrier may not be retained by the Plan as an Attorney.
- C. Attorneys and Panel Representatives performing legal services and other representation for Participating Members under the terms of this Plan shall not be agents of the LAPPL. As such, the Board, through its IC, shall not have the right to control the performance of the Attorneys and Panel Representatives' duties. Information which an Attorney receives from a Participating Member incidental to the attorney-client relationship shall be confidential.

SECTION 20. INTERPRETATION OF THE PLAN

The construction and interpretation of Plan provisions are ultimately vested with the Board in its absolute discretion, including but not limited to the determination of facts, coverage, benefits, eligibility and all other Plan provisions. The Board shall endeavor to act, whether by general rules, or by particular decision, so as to treat all Participating Members in similar circumstances without discrimination. The Board's constructions, interpretations, determinations and decisions shall be final, conclusive and binding upon all persons having an interest in the Plan. The Board may, and hereby elects to, assign and delegate its authority, including but not limited to, construing and interpreting this Plan Document to the Claims Administrative Unit, the IC and the Trust Committee.

SECTION 21. APPEAL PROCEDURES

- A. Denied Claims (Applicable to All Claims)
 - a. If any Claim, is denied in whole or in part, the Claims Unit Administer, under the supervision of the IC, shall send the Participating Member written notice of the denial. The denial must be provided to the Participating Member within

a reasonable time, but not later than 90 days after first receipt of the Claim by the Plan. However, additional time may be provided if special circumstances require such additional time and, if an extension is necessary, the extension shall be no longer than an additional 90 days. Any notice of denial of a claim that the Plan sends to a Participating Member must be in writing or electronic format and must be prepared in a manner calculated to be understood by the Participating Member, setting forth:

- i. the specific reason(s) for the adverse determination;
- ii. reference to the specific Plan provisions on which the determination is based;
- iii. a description of any additional material or information necessary for the requesting Participating Member to perfect the claim and an explanation of why such material or information is necessary; and
- iv. a description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under section 502(a) of the Act following an adverse benefit determination on review.

B. Appeals: The Participating Member may appeal the claim denial by submitting a written Appeal to the Trust Committee. The Participating Member is entitled to a full and fair review of a claim and adverse benefit determination. The written appeal shall provide a brief statement describing the reasons for the appeal and the Participating Member shall have sixty (60) calendar days from the date of the notification of an adverse benefit determination within which to appeal the determination. The Participating Member may, for good and sufficient reasons, request additional time in which to submit any appeal, but there is no guarantee such a request shall be granted.

C. Appeals Determinations and Hearings: The Participating Member shall have the right to submit written comments, documents, records, and other information relating to the claim for benefits and the Claims Administrative Unit shall provide to the Participating Member, upon written request and free of charge, reasonable access to, and copies of, all documents, records, and other information – in the possession or custody of the Plan - relevant to the Participating Member's claim for benefits. The Trust Committee, in its sole and exclusive discretion, may determine to conduct an in-person hearing with respect to any appeal. In such event, the Participating Member shall be entitled to representation thereat at his/her own expense and to present arguments and evidence in support of the appeal. Provided, however, that unless good cause is shown – e.g., the unavailability of a witness or evidence at the time of the initial claim review – the record before the Trust Committee shall be the record on which either the IC or the Board made its/their decision, as is then applicable to the appeal.

The decision of the Legal Trust Committee shall be final, and shall not be subject to further appeal or internal review.

D. Timing of Appeals Decisions: Generally, the Trust Committee shall decide an appeal within sixty (60) days of the hearing connected to that appeal. Provided, however, in the event of special circumstances, the Trust Committee may extend this period by an additional sixty (60) days upon written notice to the Participating Member.

E. Notification of Decision: The Trust Committee shall notify the claimant of the decision as soon as possible, but not later than 10 days after the decision is made, setting forth:

- a. the specific reason(s) for the adverse determination;
- b. reference to the specific Plan provisions on which the determination is based;
- c. if applicable, a description of any additional material or information necessary for the requesting Participating Member to perfect the claim and an

- explanation of why such material or information is necessary; and
- d. a description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under section 502(a) of the Act following the exhaustion of the Plan's adverse benefit review procedures.

SECTION 22. LIMITATION OF RIGHTS

Neither the establishment of the Plan, nor any modifications thereof, nor the creation of any fund or account, nor the payment of any benefits, shall be construed as giving any Participating Member or other person any legal or equitable right of action or recourse against the LAPPL or its employees, the Plan or its agents or employees, or the members of the Trust Committee, except as provided in the Plan Description.

SECTION 23. APPLICABLE LAWS AND REGULATIONS

References in the Plan Description to any particular sections of any local, state or federal statute shall include any regulation pertinent to such sections and any subsequent amendments to such sections or regulations. Except where the Plan specifically refers to state law, the Plan shall be governed by ERISA. Reasonable operating and administrative expenses of the Plan will be reimbursed to the LAPPL's General Fund from the Trust Account.

SECTION 24. CONFIDENTIALITY

It is agreed and understood that each Participating Member who applies for benefits under the Plan is entitled to the same rights and consideration, including the right of confidentiality to which any client of an attorney or of a Panel Representative, as the case may be, is entitled.

SECTION 25. INDEPENDENT CONTRACTORS

All Panel Attorneys, Panel Representatives and other providers of services under the Plan, are independent contractors and not agents of the LAPPL. This means that all attorneys who are selected by the Board to provide services to Participating Members are required to have and maintain malpractice insurance. If a Participating Member believes that the Attorney chosen to represent them has committed malpractice, the Participating Member must notify the California State Bar to initiate action against the attorney. All costs associated with a malpractice case are borne entirely by the Participating Member.

SECTION 26. AMENDMENT AND TERMINATION

In order that the Board may carry out its obligation to maintain, within the limits of its resources, a program dedicated to providing the maximum possible benefits for all Participating Members, the Board expressly reserves the right, in its sole discretion, at any time and from time to time, but upon a non-discriminatory basis:

- A. To amend or terminate any benefit or coverage, even though such amendment or termination affects cases already accepted by the IC, provided that the responsibility of the Plan to pay for approved services previously rendered shall not be affected.
- B. To increase or decrease the rate of participation fees or alter the method of payment thereof.

SECTION 27. COMPLAINT PROCEDURES

It is the policy of the Board to encourage comments regarding the administration of the Plan. Any person who is dissatisfied with any aspect of the administration of the Plan is requested to follow the complaint procedure below; provided, however, that denials of Plan benefits are appealable only as set forth in SECTION 21 of the Plan.

- A. Complaints should be set forth in writing and directed to any or all members of the Board. An investigation will be conducted into the complaint by a person designated by the President of the Board who will prepare a report.
- B. Within 30 days of the receipt of the complaint, the President of the Board, or his/her designee, shall contact the complainant and ascertain if the complainant, or any person named in the complaint, wishes to have a hearing on the matter before the Board. If so, a hearing will be scheduled at the next regular Board meeting at which the complainant and persons named in the complaint are available to attend. If more immediate action is appropriate, the parties may participate in a conference telephone call.
- C. At the hearing, all interested parties will be entitled to appear and discuss the matter.
- D. The Board, by majority vote, will decide the disposition of the complaint and administer any action considered necessary against either the complainant or accused.

SECTION 28. SEVERABILITY

If any provision of this Plan Description or attachments is found to be invalid, unlawful or unenforceable, all other provisions shall remain in full force and effect.

SECTION 29. ERISA RIGHTS

- A. As a participant in Los Angeles Police Protective League Legal Defense Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

Receive Information About Your Plan and Benefits

Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.

Obtain, upon written request to the plan administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.

Receive a summary of the plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for plan participants ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a (pension, welfare) benefit or exercising

your rights under ERISA.

Enforce Your Rights

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

SECTION 30. GENERAL INFORMATION

Employee Organization Independent or In-House Counsel
Los Angeles Police Protective Maintains the Plan:
1308 West Eighth Street, Suite 200
Los Angeles, CA 90017
Tel: (213) 251-4575

Plan Administrator: Los Angeles Police Protective League 1308 West Eighth Street
Los Angeles, CA 90017
Tel: (213) 251-4575

Agent for Service of Process: Independent or In-House Counsel
Los Angeles Police Protective League
1308 West Eighth Street, Suite #200
Los Angeles, CA 90017
Tel: (213) 251-4575

Note: Service of Legal Process may also be made upon any Plan Trustee or the Plan Administrator

Plan Trustees: Insurance and Legal Trust Committee
Corina Lee, Chairman
Los Angeles Police Protective League
1308 West Eighth Street, 4th Floor
Los Angeles, CA 90017

John Mumma, Trustee
Los Angeles Police Protective League
1308 West Eighth Street, 4th Floor
Los Angeles, CA 90017

Kent Oderinlo, Trustee
Los Angeles Police Protective League 1308 West Eighth Street, 4th Floor
Los Angeles, CA 90017

Silva Atwater, Trustee
Los Angeles Police Protective League 1308 West Eighth Street, 4th Floor
Los Angeles, CA 90017

Note: Plan Trustees may change over time. Contact LAPPL for current name and contact information or visit www.lapd.com for a list of current trustees.

Employer Identification No.: 95-0949173

Plan Number: 505

Plan Year: (October 1 – September 30) Plan Type: Prepaid Legal Services

Plan Type of Administration: Sponsor Administered Plan Plan Funding: Trust

SECTION 31. PARTICIPATION FEES' SCHEDULE

INDIVIDUAL LAPPL MEMBERS:

Full Coverage \$11.00 bi-weekly

Note: These fees may be modified from time to time as provided in the Plan Document.