

LOS ANGELES POLICE PROTECTIVE LEAGUE



LEGAL DEFENSE PLAN

PLAN SUMMARY & DESCRIPTION

(Effective February 1, 2009)

OVERVIEW

- A self-funded Legal Defense Plan available only to LAPPL members
- Operated by the LAPPL
- Broad legal defense coverage for administrative, civil and criminal matters
- Pays all reasonable and necessary fees when using a Panel Attorney and/or a Business Agent
- Reimburses gross salary loss as a result of a non-appealed disciplinary suspension up to 30 days per rolling calendar year

PLAN STRUCTURE

Coverages - Legal Defense Costs

Subject to the terms, conditions, limitations and exclusions specified in the Plan Description, the Plan provides these coverages.

1. **Administrative:**
 - a) Legal consultation during administrative interviews or interrogations that may result in the imposition of disciplinary action.
 - b) Legal defense and reasonable costs, or other appropriate legal challenge, to sustained administrative charges alleging misconduct pending hearing before a Board of Rights.
 - c) Legal consultation and reasonable costs, during all aspects of pre-disciplinary “Skelly” procedures. *
2. **Civil Defense:** Legal defense representation of a civil proceeding brought against a Participating Member arising directly out of the Participating Member’s activities during the course and scope of employment when the City of Los Angeles refuses to defend the concerned Participating Member after a determination is made by the LAPPL that the requesting Participating Member acted in good faith, without malice, fraud or oppression.
3. **Criminal Defense:** Legal defense representation of 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 determination is made by the LAPPL that the requesting Participating Member acted in good faith, without malice, fraud or oppression.
4. **Payroll Reimbursement:** Payroll reimbursement option for gross salary loss as a result of a disciplinary suspension for up to 240 hours or thirty 8-hour days aggregate per year as a result of dis-

Effective Sept 30, 2009, the term “Skelly,” is defined as a proposal to suspend the member for one-day or more, including termination.

ciplinary suspension when the accused Participating Member decides not to appeal the discipline to a Board of Rights and accepts the suspension. Disciplinary suspensions recommended and imposed by the Chief of Police after a Board of Rights are not covered by the provisions of this coverage. Settlements after the League has retained a panel attorney for representation at a Board of Rights are subject to special limitations.

5. **Grand Jury**: Legal representation 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.
6. **Brady Alert System**: Legal representation in objecting to the placement of a Participating Member in the Los Angeles District Attorney's Brady Alert System under the District Attorney's Brady Protocol. This representation does not include any appeals to the Superior Court from the District Attorney's final decision.
7. **Contempt Proceedings**: 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.
8. **Pitchess Hearings**: 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 Member's personal right in protecting his/her confidentiality rights in personnel records. This representation does not include any appeals to a higher court.
9. **Identity Theft Protection**: Free membership in a national identity protection network to provide credit protection and assistance in the repairing of credit damaged by fraud.

LEGAL PLAN PAYS

Reasonable and necessary fees for services for all Coverages are fully paid when using a *Panel Attorney and/or a Business Agent. Reimbursable costs are paid by the Plan as stated in the Plan Description.

*Panel Attorney and/or Business Agent means an attorney or business agent contracted by the LAPPL to provide services, as listed by the Plan Description.

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. Plan benefits are excess over all other valid collectible benefits and coverages. The Plan is subrogated to all rights to recover against any person or entity and has a right of payment from any recovery. Attorneys and Business Agents 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 and Business Agents, including Panel Attorneys.

LOS ANGELES POLICE PROTECTIVE LEAGUE

("LAPPL")



LEGAL DEFENSE PLAN

PLAN DESCRIPTION

(Effective February 1, 2009)

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PLAN DESCRIPTION

The Los Angeles Police Protective League Legal Defense Plan (Plan) is established and operated for the purpose of providing specified legal services and other representation to Members on the terms and conditions specified in this Plan Description.

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

- A. “Board” means the LAPPL’s Board of Directors.
- B. “Business Agent” 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 a Panel Attorney.
- C. “Claims Unit Administrator” means an employee of the LAPPL assigned to manage and supervise the day-to-day operation of the Plan as the General Counsel directs.
- D. “Course and Scope of Employment” means all activities of a Member while on duty in connection with Employment, and all law enforcement activities authorized or required by the member’s Employment, whether on duty or technically off duty.
- E. “Employment” means employment by the City of Los Angeles as a sworn police officer of the Los Angeles Police Department.
- F. “General Counsel” means LAPPL’s In-House attorney selected and retained by the Board to be the chief legal counsel to the LAPPL and its legal operations.
- G. “LAPPL” means the Los Angeles Police Protective League.
- H. “Legal Services and Other Representation” means advice, consultation or representation rendered by a licensed Panel Attorney or Business Agent to a Participating Member, including paralegal assistance, telephone, mailing, copying, telefaxing, travel and Reasonable Costs.
- I. “Legal Trust Committee” means the LAPPL’s Legal Trust Committee whose members shall be appointed by the Board in accordance with the LAPPL’s Bylaws. The members of the Committee being the trustees and fiduciaries of the Plan shall act independently from the Board and any other Committee of the LAPPL as to the administration of the Plan and its Trust. Except where the Plan specifically refers to state law, the Plan shall be governed by all applicable rules and regulations of ERISA.

- J. “Member” means a member in good standing of the LAPPL.
- K. “Notice” means reporting information as required by this Plan Description. Notice to the General Counsel shall be effective on the date the General Counsel actually receives it. Any notice of request or claim for legal services and representation to the General Counsel or designee must be confirmed in writing when requested on the prescribed form within thirty (30) days to be effective.
- L. “Panel Attorney” means an attorney, selected by the LAPPL’s General Counsel to provide legal services to a Participating Member on an attorney-client basis, who meets applicable minimum qualifications set forth in this Plan Description and who has been approved by the Board as a Panel Attorney.
- M. “Participating Member” means a Member who is enrolled in good standing in this Plan.
- N. “Payroll Reimbursement” means 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 a Board of Rights and accepts the suspension. 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 may be eligible for reimbursement subject to Board approval. 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. Disciplinary suspensions recommended and imposed by the Chief of Police after a hearing before a Board of Rights are not covered by the provisions of this paragraph.
- O. “Plan” means the legal services and representation benefit plan sponsored by the LAPPL set forth in this Plan Description and any attachments, as amended from time to time.
- P. “Reasonable Costs” means fees and expenses which may include consultation, filing fees, court costs, transcript costs and expert fees.
- Q. “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.

- R. “Identity Theft Protection” means coverage maintained by the LAPPL with an independent company providing identity theft protection coverage.
- S. “Identity Theft Protection Provider” means any company contracted with by the LAPPL to provide Participating Members with identity theft protection.

Section 2. PLAN ADMINISTRATION. The LAPPL shall manage and direct the administration of the Plan through the Board’s designated representatives, in accordance with this Plan Description as follows:

- Board. The Board shall:
 - 1. adopt, publicize and promote the Plan;
 - 2. respond to Participating Members’ questions concerning eligibility;
 - 3. approve all employment contracts with Panel Attorneys, Business Agents and other necessary persons to provide legal services and other representation to Participating Members as specified in this Plan Description and any future amendments;
 - 4. approve Panel Attorneys as meeting the applicable minimum requirements specified in this Plan Description;
 - 5. approve a budget for the Plan;
 - 6. determine eligibility for participation in the Plan.
- Legal Trust Committee. The Legal Trust Committee shall:
 - 1. administer the Plan as trustees in accordance with the rules and regulations of ERISA;
 - 2. review and approve reports of disbursements and receipts of the Plan;
 - 3. conduct appeals of Participating Members who have been denied coverage under the Plan, as requested.
- General Counsel. The General Counsel shall:
 - 1. manage and supervise the Plan as the Board directs;
 - 2. contract and assign Panel Attorneys to render legal services and representation to Participating Members as authorized by the Board;

3. report and account for disbursements and receipts of the Plan as the Legal Trust Committee and the Board directs;
 4. review, approve or disapprove claims and requests for benefits specified in this Plan Description;
 5. respond to questions notices and claims relating to benefits under the Plan;
 6. provide and distribute copies of the Plan Description to Participating Members.
- Claims Unit Administrator: The Claims Unit Administrator shall:
 1. manage and supervise the day-to-day operations of the Plan as the General Counsel directs;
 2. administer and assign claims and requests for legal services and other representation specified in this Plan Description to Panel Attorneys and/or Business Agents in accordance with instructions from the General Counsel;
 3. review all claims and requests for legal services and other representation from Participating Members and recommend approval or disapproval of such claims and requests to the General Counsel;
 4. report and account for disbursements and receipts of the Plan as the Board, Legal Trust Committee or the General Counsel may direct;
 5. respond to questions, notices and claims relating to benefits;
 6. develop and provide on-the-job training to necessary persons regarding legal services and other representation of Participating Members;
 7. provide general supervision of staff assigned to the Plan's Claims Unit;
 8. ensure that all Participating Members are active Members of the LAPPL before legal services and other representation benefits are submitted to the General Counsel for approval.

Section 3. FINANCIAL. The Plan provides for the payment of legal services and representation to Participating Members as provided in this Plan Description. Benefit coverage shall be determined by the Board from time to time. Once coverage is approved, the Board shall approve a yearly budget for the Plan based on

amounts projected to be needed to pay for legal services and other representation benefits, administrative costs, premiums for insurance, and a fund for overhead and contingencies.

Section 4. CHANGES TO PLAN. The Board may modify, amend or terminate the Plan at any time. Any changes shall become effective for all legal services and other representation benefits accruing and requests and claims made by Participating Members or reported to the Plan on or after the effective date of the change.

Section 5. ELIGIBILITY TO RECEIVE BENEFITS. All active LAPPL Members in good standing are eligible to participate in the Plan and receive benefits after enrolling in the Plan during an enrollment period designated by the Board and payment of participation fees.

Section 6. CLAIMS COVERAGE PREREQUISITE FOR PARTICIPATION.

- A. This Plan applies only to claims that are made known to the Participating Member and reported to the Plan after the Participating Member's effective date of coverage regardless of the date of the incident that forms the basis for the claim. For purposes of determining the respective dates on which a claim is made and reported:
1. a claim shall be deemed known to the Participating Member when the Participating Member is first notified by any person of information suggesting the possibility of a claim after the Participating Member's effective date of coverage;
 2. a claim shall be deemed reported to the Plan when notice of such claim is first received by the Claims Unit Administrator; and
 3. all claims by a Participating Member arising out of the same occurrence shall be deemed made and reported on the respective dates the first claim is made to the Participating Member.
- B. 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 and payment to the LAPPL of applicable participation fees and subsequent approval by the General Counsel of an application for benefits under the Plan made by the Participating Member.

Section 7. METHOD OF APPLICATION. Applications for legal services and representation benefits shall be submitted to the Claims

Unit Administrator on forms to be specified at time of application for benefits. Applications not fully and accurately completed may result in ineligibility for benefits.

Section 8. EFFECTIVE DATE OF COVERAGE. The effective date of Plan coverage for legal services and other representation for any Participating Member shall be designated by the General Counsel after receipt of an application for benefits from the concerned Participating Member.

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:
1. failure to pay participation fees;
 2. voluntary withdrawal from participation (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);
 3. termination of the Participating Member's Employment, either voluntary, involuntary or by retirement pursuant to the retirement rules of the City of Los Angeles; or
 4. termination or withdrawal of the Participating Member's membership in the LAPPL while that individual remains employed by the City of Los Angeles as a sworn member of the Los Angeles Police Department.

Section 10. COVERAGES.

- A. Subject to the exclusions in Section 11 and any other applicable limits of benefit coverage specified in this Plan Description, the Plan shall provide legal services and reasonable costs on behalf of a Participating Member under the following coverages:
1. Administrative:
 - a) Legal consultation concerning disciplinary matters, and representation during administrative interviews at the discretion of General Counsel, that may result in the imposition of disciplinary action.
 - b) Legal defense and reasonable costs for representation before a Board of Rights.

2. Civil Defense: Legal defense and reasonable costs for representation at 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 when the City of Los Angeles refuses to defend the concerned Participating Member and the Board determines that the participating member acted in good faith without malice, fraud or oppression. Specific approval of the Board for legal representation is required where the Participating Member is a named defendant.
3. Criminal Defense: Legal defense and 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 by the Board that the requesting Participating Member acted in good faith, without malice, fraud or oppression and approves the representation.
4. Payroll Reimbursement: Payroll reimbursement for gross salary loss for up to 240 hours or thirty 8-hour days aggregate per year¹ as a result of disciplinary suspension when an accused Participating Member decides not to appeal the discipline to a Board of Rights and accepts the suspension. 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 may be eligible for reimbursement subject to Board approval. 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. Disciplinary suspensions recommended and imposed by the Chief of Police after a hearing before a Board of Rights are not covered by the provisions of this paragraph.

¹ 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. The date the reimbursements were actually paid by the Plan, or deducted from the Plan 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.

5. Grand Jury: Legal representation 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.
6. Brady Alert System: Legal representation in objecting to the placement of a Participating Member in the Los Angeles District Attorney's Brady Alert System under the District Attorney's Brady Protocol. This representation does not include any appeals to the Superior Court from the District Attorney's final decision.
7. Contempt Proceedings: 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.
8. Pitchess Hearings: 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 Member's personal right in protecting his/her confidentiality rights in personnel records. This representation does not include any appeals to a higher court.
9. Identity Theft Protection: Free membership in a national identity theft protection network to provide credit protection and assistance in the repairing of credit damaged by fraud. It shall be the responsibility of the Participating Member to contact the identity theft protection network and provide them with the enrollment information necessary to provide protection.

Section 11. EXCLUSIONS. The legal services and representation provided under the coverages specified in Section 10 above do not apply to:

- A. Representation to appeal the decision of a civil or criminal court, a Board of Rights, or any other administrative hearing, to any higher court of appeal. However, the Board of Directors in its discretion may determine, after due consideration, that an appeal is meritorious, and justifies the expenditure of Trust Account funds for the benefit of a Participating Member, group or class of Participating Members.
- B. 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.

- C. 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.
- D. The cost of bail bonds, appeal bonds or other bonds.
- E. 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.
- F. Except as provided in subsection A above, no benefits shall be provided under the Plan for any federal, state or local civil action as a plaintiff, petitioner or claimant.
- G. Representations for incidents that have occurred prior to being accepted into the Plan.
- H. In the case of payroll reimbursements, the Participating Member must have been participating in the Plan on a day preceding the date the Notice of Proposed Discipline form is signed by the Department.

Section 12. NOTICE OF OCCURRENCE. When an occurrence takes place which may result in a request or claim for legal services or other representation under the Plan, the Participating Member shall give written or verbal notice to the Claims Unit Administrator as soon as practicable. 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 may be required to confirm notice in writing within thirty (30) days on the application prescribed by the General Counsel. Notice of occurrence should be directed to the Plan Administrator 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 Claims Unit Administrator and General Counsel toward the resolution of any request for legal

services and other representation, including providing relevant documents, assisting with investigations, discovery and appearing at meetings and hearings. Failure to do so may result in denial of benefits under the Plan.

Section 14. OTHER COVERAGE IS PRIMARY; COVERAGE UNDER THIS PLAN IS EXCESS. The benefits of this Plan are excess to other available insurance or other benefits. If other valid and collectable plan or insurance is available to the Participating Member for legal services and representation otherwise covered under this Plan then the coverage provided under such other plan or insurance shall be primary coverage or insurance. Coverage under this Plan shall apply only in excess of every other plan or insurance, and shall not be considered as “additional insurance” or contribute with such other plan or insurance on a pro rata basis or in any way except to provide excess coverage after the available limits of all such other plans and insurance have been exhausted by the payment of claims. 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:

1. 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 General Counsel, to undertake and pursue such coverage claims;
2. execute and deliver instruments and other documents and do whatever else is necessary to pursue such coverage claims; and
3. do nothing to prejudice the rights of the LAPPL to recover money or benefits due the Participating Member in connection with such coverage claims. LAPPL may pay all expenses for the pursuit of such coverage claims, and reserves the right to assume the legal representation of the Member for that purpose.

- Section 15. SUBROGATION. In the event of any financial expenditure under the Plan, the LAPPL shall be subrogated to the extent of the financial expenditure to the Participating Member's right of recovery against any person, agency, organization, political subdivision or any other entity. The Participating Member shall execute and deliver instruments and other documents and do whatever else is necessary to secure and pursue such rights. The Participating Member shall do nothing to prejudice such rights.
- Section 16. CHANGES AND AMENDMENTS TO PLAN ONLY BY WRITTEN AMENDMENT. Notice to or knowledge possessed by any agent or other person shall not effect a waiver or a change in any part of this Plan Description, or its attachments. The terms of this Plan Description, or its attachments, shall not be waived or changed except by written amendment or endorsement approved by the Board and issued to form a part of same.
- Section 17. NO CHOICE OF REPRESENTATIVE. A Participating Member shall not have the right to select a representative of choice under the Plan. The General Counsel shall have the obligation to designate a representative to provide the legal services and other representation for which the Participating Member qualifies under this Plan. Such representative shall be an In-House attorney, Panel Attorney or Business Agent, or both, as determined by the General Counsel. If a Participating Member refuses representation by the In-House Attorney, Panel Attorney or Business Agent selected to represent him/her or fails or refuses to cooperate or accept the advice of the General Counsel or a Panel Attorney or Business Agent, the LAPPL 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 LAPPL, acting through its Board and General Counsel, shall have sole authority and discretion to approve, contract with, hire, and to maintain administrative liaison with all In-House Attorneys, Panel Attorneys and Business Agents who are to render legal services and other representation to Participating Members under the Plan.

Section 19. MINIMUM ATTORNEY AND BUSINESS AGENT QUALIFICATIONS.

- A. No Attorney or Business Agent shall be employed or compensated by the LAPPL for services to be rendered to Participating Members under this Plan unless such Attorney or Business Agent has agreed in writing to:
 - 1. accept the LAPPL's compensation arrangements; and
 - 2. accept the LAPPL's required case assignment and periodic reporting procedures.
- B. No person shall be retained by the LAPPL as an Attorney or Business Agent unless such person is insured for professional liability. 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 LAPPL as an Attorney or Business Agent under this Plan.
- C. Attorneys and Business Agents 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 General Counsel, shall not have the right to control the performance of the Attorneys and Business Agents' duties. Information which an Attorney receives from a Participating Member incidental to the attorney-client relationship shall be confidential.

Section 20. IDENTITY THEFT PROTECTION. The LAPPL shall provide, at no cost to Participating Members, identity theft protection through an independent company contracted for such purpose. The specific coverages contracted for shall be at the sole discretion of the LAPPL Board. LAPPL reserves the right to change providers at any time. LAPPL shall maintain such coverage for Participating Members so long as they remain eligible under the plan. Participating Members are not obligated to sign up for identity theft protection but shall be eligible to do so for as long as they remain eligible under the Plan. LAPPL will notify Participating Members of any changes to identity theft protection at least thirty days prior to such changes taking effect.

Section 21. 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.

Section 22. APPEAL PROCEDURES.

- A. The General Counsel shall make a decision on any request for legal services or representation under the Plan promptly, and not later than thirty (30) days after the General Counsel's receipt of the application, unless special circumstances require an extension of the time for processing. If the General Counsel denies a request for legal services or representation, in whole or in part, the General Counsel shall send the Participating Member written notice, with a copy to the Claims Unit Administrator, Legal Trust Committee members and the Board, prepared in a manner calculated to be understood by the Participating Member, setting forth:
1. the specific reason for the denial;
 2. specific reference to pertinent Plan provisions on which the denial is based;
 3. if applicable, a description of any additional material or information necessary to act on the request and an explanation of why such material or information is necessary; and
 4. an explanation of the Plan's review and appeal procedure.
- B. Within sixty (60) days of the date upon which a Participating Member is first notified of any decision by the General Counsel to deny a Participating Member's request for legal services or other representation, the Participating Member may request reconsideration in writing. The General Counsel shall review the request for reconsideration and issue a written explanation to the Participating Member. The Participating Member may appeal the General Counsel's reconsideration decision by submitting a written appeal to the Legal Trust Committee within sixty (60) days of the date of the reconsideration decision. The Legal Trust Committee's decision shall state specific reasons for the decision with references to pertinent Plan provisions. The decision of the Legal Trust Committee shall be final, and shall not be subject to further appeal or review unless the Board decides to review the Participating Member's request for reconsideration.
- C. If the Board decides to review a denial of legal services or representation, the Board shall conduct a hearing no later than

ninety (90) calendar days after receipt of the decision by the Legal Trust Committee. The Participating Member shall be entitled to present his/her position and any evidence in support thereof at the hearing. The Participating Member may be represented at the hearing by an attorney or any other representative of his/her choosing at the Participating Member's expense. Within thirty (30) calendar days of the hearing, the Board shall issue a written decision, affirming, modifying or setting aside the General Counsel's and/or the Legal Trust Committee's decision. The decision of the Board shall be final.

- Section 23. 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 Legal Trust Committee, except as provided in the Plan Description.
- Section 24. 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. All expenses and payments incurred to provide the legal services, representation and identity theft protection coverage under this Plan, including payroll reimbursements made to Participating Members, will be advanced by the LAPPL's General Fund subject to quarterly reimbursement from the Plan's Trust Account. Reasonable operating and administrative expenses of the Plan will be reimbursed to the LAPPL's General Fund from the Trust Account.
- Section 25. 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 Business Agent, as the case may be, is entitled.
- Section 26. INDEPENDENT CONTRACTORS. All Panel Attorneys, Business Agents, Identity Theft Protection Providers and other providers of services under the Plan, except the General Counsel, are independent contractors and not agents of the LAPPL.

Section 27. 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 General Counsel, 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 28. COMPLAINT PROCEDURES. It is the policy of the Board to encourage and solicit 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.

1. Complaints should be set forth in writing and directed to any or all members of the Board, with copies to any persons who may be subject of the complaint.
2. Within 14 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.
3. At the hearing, all interested parties will be entitled to appear and discuss the matter.

Section 29. 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 30. ERISA RIGHTS.

- A. This Plan Description and its attachments constitute the summary Plan Description for purposes of The Employee

Retirement Income Security Act of 1974 (ERISA). Each Participating Member shall be entitled to a copy of the Summary Plan Description.

- B. Participating Members are entitled to certain rights and protections under ERISA. All participants are entitled to:
 - 1. examine, without charge, at the LAPPL's office or the Claims Unit Administrator's office, all Plan documents, including copies of documents filed by the Plan with the U.S. Department of Labor, such as detailed annual reports and plan descriptions;
 - 2. obtain copies of all Plan documents and other Plan information upon written request to the LAPPL or the Claims Unit Administrator, including the latest Summary Plan Description. The LAPPL and the Claims Unit Administrator may make a reasonable charge for the copies; and
 - 3. receive from the LAPPL a summary of the Plan's annual financial report.
- C. In addition to creating rights for Participating Members, ERISA imposes duties upon the people who are responsible for operation of the Plan. The people who administer the Plan, called "fiduciaries", have a duty to do so prudently and in the best interests of Participating Members. No one may terminate Participating Members or otherwise discriminate against Participating Members in any way for purposes of preventing Participating Members from obtaining a benefit or exercising their rights under ERISA.

If a Participating Member makes a claim for benefits which is denied in whole or in part, the Participating Member must receive a written explanation of the reason for the denial. The participant has the right to have the LAPPL review and reconsider the claim for benefits under the Plan.

There are steps Participating Members can take to enforce their rights under ERISA. For instance, if participants request materials from the Plan and do not receive them within thirty (30) days, Participating Members may file suit in federal court. In such a case, unless the materials were not sent because of reasons beyond the Plan's control, the court may require the LAPPL or other responsible persons to provide the materials and pay Participating Members up to \$110 a day until Participating Members receive the materials. If a Participating Member has a claim for benefits which is denied or ignored, in whole or in part, the participant may file suit in state or federal court.

If Plan fiduciaries misuse the Plan's money or Participating Members are discriminated against for asserting their rights, Participating Members may seek assistance from the U.S. Department of Labor, or file suit in a federal court. The court will decide who should pay court costs and legal fees. If Participating Members are successful, the court may order the person sued to pay these costs and fees. If Participating Members lose (for example, if the court finds that the claim is frivolous), it may order Participating Members to pay these costs and fees.

If Participating Members have any questions about the Plan, they should contact the LAPPL or the Claims Unit Administrator. If Participating Members have any questions about their rights under ERISA, they should contact the nearest Office of the Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Ave., 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 31. GENERAL INFORMATION.

Employee Organization that Maintains the Plan: Los Angeles Police Protective League
1308 West Eighth Street
Los Angeles, CA 90017

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

Agent for Service of Process: General Counsel
Los Angeles Police Protective League
1308 West Eighth Street, 2nd Floor
Los Angeles, CA 90017

Service of Legal Process
may also be made upon a Plan
Trustee or the Plan Administrator

Plan Trustees: Legal Trust Committee
John R. Mumma, Chairman
Los Angeles Police Protective League
1308 West Eighth Street, 4th Floor
Los Angeles, CA 90017

Karla Tyson, 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
Number of Plan Sponsor:	95-0949173
Plan Number:	505
Plan Year Ends:	September 30 of each year
Plan Records/Basis kept:	Fiscal Year (October 1 – September 30)
Plan Type:	Prepaid Legal Services Plan
Type of Administration:	This is a Sponsor Administered Plan
Plan Funding:	Trust

Section 32. PARTICIPATION FEES' SCHEDULE.

INDIVIDUAL LAPPL MEMBERS:

Full Coverage	\$11.00 bi-weekly
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Note: These fees may be modified from time to time as provided in the Plan Description.