

**Restated Plan Document and Summary Plan Description of the CSLEA LDF  
Effective September 4, 2015 – Substantive Changes**

(note: the 2015 Restatement applies to claims incurred on or after September 4, 2015)

The Board of Trustees of the CSLEA Legal Defense Fund (“Board”) has made a number of changes to the Legal Defense Fund (“LDF”) for the benefit of all eligible members and to help ensure the continued vitality of the LDF. The following summarizes the clarifications and changes to the LDF’s 2015 Plan Restatement/Summary Plan Description (“SPD”):

<b>Plan Change</b>	<b>Provision under 2007 Plan Restatement</b>	<b>Provision under 2015 Plan Restatement</b>
When coverage becomes effective	Coverage for a new member commenced when the member’s name appeared on the State’s roster verifying dues deduction to the LDF or the date the LDF receives contributions made on behalf of the member	Coverage for members will start once the LDF receives the member’s properly completed enrollment application in the normal course. To maintain coverage, contributions made on behalf of a member from the State must be received by the LDF in the normal course.
Benefits available only after coverage becomes effective	No change – clarification only	The SPD clarifies that benefits from the LDF are available only if the incident that gives rise to a legal or administrative action occurs on or after the date the member’s coverage becomes effective.
No apportionment of coverage	If a member’s case involved multiple issues, LDF apportioned coverage, so that the LDF provided services only for covered acts	Coverage will no longer be apportioned if a member’s case involves multiple issues
Deletion of 6-month elimination period for coverage for concerted labor activity	Benefits related to concerted labor activity only after a member’s association was covered by the LDF for at least 6 months	Benefits related to concerted labor activity are available once a member meets LDF eligibility requirements (6-month elimination period no longer applies)
LDF’s right of reimbursement is not affected by any separate fee arrangement a member chooses to enter into with his panel attorney	No change – clarification only	While the LDF is designed to provide benefits to pay for the costs of legal representation via direct payments to the panel attorneys assigned to a member (subject to the LDF’s terms and limits), in some instances the member may enter into a separate fee arrangement with his panel attorney. To help ensure the continued financial health of the LDF, the SPD clarifies that

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		the LDF's right to reimbursement and subrogation rights will not be reduced by the terms of any such separate fee arrangement
Coverage for cases at the appellate level	No benefits were available for cases at the appellate level	Coverage at the appellate level is now available, subject to the review and approval by the Board
Members Can Enter into Separate Fee Arrangements over and above the LDF Fee Schedule with their Panel Attorneys	No change – clarification only	SPD clarifies that a member is free to negotiate a fee arrangement with his assigned Panel Attorney that provides for the payment of fees that exceed the fee schedule adopted by the LDF. But, the LDF is not responsible for the negotiation or monitoring of any such separate fee arrangement
Coverage for breach of employment contract	No coverage available	Coverage is now available for a proceeding brought against a member for breach of an agreement with the member's employer to remain employed
No coverage for actions involving a member's medical condition OR disability	Coverage not available for actions involving a member's medical condition	SPD clarifies that no coverage is available for any proceeding involving a member's medical condition or disability
12-month deadline to submit a claim	No deadline to file claim	The LDF now requires a member to notify the Legal Administrator of his claim for benefits no later than one year from the date the member was notified of the proceeding that gave rise to the claim (i.e., request for LDF benefits). Claims submitted after the one-year deadline will be denied
One-year period to file civil suit following exhaustion of appeal	No deadline	If a member's appeal is denied, the member has one year from the date of the written notice of the adverse benefit determination on appeal from the LDF Board to file a civil suit.
Authority of Trustees	No change – clarification only	The SPD clarifies that the Trustees have delegated the discretionary authority to determine claims to the Legal Administrator, but retains the authority to determine appeals of denied claims