



**RESTATED PLAN DOCUMENT AND  
SUMMARY PLAN DESCRIPTION  
OF THE  
CALIFORNIA STATEWIDE LAW ENFORCEMENT  
ASSOCIATION  
LEGAL DEFENSE FUND**

**EFFECTIVE SEPTEMBER 4, 2015**

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**RESTATED PLAN DOCUMENT AND SUMMARY PLAN DESCRIPTION  
OF THE CALIFORNIA STATEWIDE LAW ENFORCEMENT ASSOCIATION  
LEGAL DEFENSE FUND**

**SECTION 1: PLAN INFORMATION**

- 1.1 Name of Plan:** This plan is known as the California Statewide Law Enforcement Association Legal Defense Fund (“CSLEA LDF”). The term “Plan” in this document refers to the plan under which benefits are paid from the California Statewide Law Enforcement Association Legal Defense Fund.

24-Hour Emergency Number: (800) 533-5448

- 1.2 Name, Address and Telephone Number of Sponsoring Organizations:** This plan is sponsored by Board of Trustees of the California Statewide Law Enforcement Association Legal Defense Fund. The address and telephone number for the sponsoring organization is:

Board of Trustees of the  
California Statewide Law Enforcement Association Legal Defense Fund  
2029 H Street  
Sacramento, California 95811  
(916) 447-5262  
(800) 533-5448

- 1.3 Plan Year:** The Plan year runs from January 1 through December 31 of each year.
- 1.4 Identification Number:** The employer identification number assigned to the California Statewide Law Enforcement Association Legal Defense Fund by the Internal Revenue Service is 68-021-9855.
- 1.5 Type of Plan:** Group prepaid legal services plan.
- 1.6 Type of Administration:** This plan is administered by a Board of Trustees of CSLEA LDF (“Board of Trustees” or “Trustees”), who may utilize the assistance of a Legal Administrator. The Board of Trustees and the Legal Administrator (to the extent of the authority delegated to him by the Trustees) have vested in them, under the terms of this Plan, full discretionary and final authority when exercising their respective duties as described herein.

**1.7 Name, Address and Telephone Number of Plan Administrator:**

Board of Trustees  
California Statewide Law Enforcement Association Legal Defense Fund  
2029 H Street  
Sacramento, California 95811  
(916) 447-5262

**1.8 Name, Address and Telephone Number of Legal Administrator:** The Board of Trustees has appointed an administrator to supervise the provision of legal services and to make the initial determination as to coverage (“Legal Administrator”). The Trustees have granted the discretion to make initial determinations as to your eligibility to the Legal Administrator. The Legal Administrator is:

Kasey Christopher Clark  
California Statewide Law Enforcement Association Legal Defense Fund  
(916) 447-5262 / 800-533-5448

**1.9 Name and Address for Service of Process:** The Board of Trustees has designated the California Statewide Law Enforcement Association (“CSLEA”) President as agent for purposes of accepting service of legal process on behalf of CSLEA LDF. The address for the President of CSLEA is as follows:

2029 H Street  
Sacramento, CA 95811

Each member of the Board of Trustees is also an agent for purposes of accepting service of legal process on behalf of the California Statewide Law Enforcement Association Legal Defense Fund. The names, addresses and phone numbers of Trustees are set forth below.

**1.10 Names, Titles and Address of Trustees:**

Steven Bradley, Chair	Kenneth Ehrman, Vice Chair
Tina Brazil, Trustee	Kevin Highbaugh, Alternate Trustee

Board of Trustees  
California Statewide Law Enforcement Association Legal Defense Fund  
c/o CSLEA LDF  
2029 H Street  
Sacramento, California 95811  
(916) 447-5262

- 1.11 Purpose:** Peace officers and public safety employees have been subject in recent years to a variety of litigation arising out of the performance of their law enforcement and public safety duties. Furthermore, the invocation of the governmental employer's duty to defend, indemnify, recognize and acknowledge conflicts of interest, and provide and pay for the retention of separate counsel, has proved problematic in that decisions in respect thereof are often neither timely made nor reflective of a primary concern for the employees involved.

It is the recognition of these two facts, among other things, which necessitates the formation of this legal plan. It has been established as a trust fund, to provide legal service benefits, known as the California Statewide Law Enforcement Association Legal Defense Fund ("CSLEA LDF") for the protection of active members of CSLEA.

CSLEA LDF is a Trust governed by a Board of Trustees whose powers and duties include control and management of a group prepaid legal services plan. The Trust is governed by the Employee Retirement Income Security Act, or ERISA. You should refer to Appendix D to obtain your "Statement of ERISA Rights". This document is both a restated Plan document for CSLEA LDF and a Summary Plan Description. The trust agreement establishing the CSLEA LDF, and any amendments, extensions or renewals are referred to in this document as the "Trust Agreement" or "Trust". The term "CSLEA LDF" is the Plan's name, but it also refers to the legal entity created by the Trust Agreement. Other capitalized terms are defined in this document and a list of those terms with references to the defining document sections is contained in Appendix E.

## **SECTION 2: PARTICIPATION AND ELIGIBILITY**

- 2.1 Initial Entitlement to Benefits.** Any active employee, who is a member of CSLEA, and in whose name CSLEA makes contributions to CSLEA LDF ("Public Safety Employee"), will become a participant entitled to Plan benefits ("Participant") for acts or omissions that occur on or after February 1, 1990 after the following conditions are met:

- A. **Participation in CSLEA LDF.** You are a participant in CSLEA LDF if you are a member in good standing of CSLEA and are currently employed (not a retired, honorary, or associate member, or a Fair-Share Payer) in a position represented by CSLEA. A "Fair-Share Payer" is defined as a bargaining unit member who pays a fee for services rendered by CSLEA, but who is not a member thereof. Effective January 10, 2006, if you supervise an employee in a position represented by the CSLEA and you pay monthly dues to CSLEA, you will be eligible to participate in the CSLEA Legal Defense Fund.
- B. **Contributions Made to CSLEA LDF.** Contributions are made to CSLEA LDF in your name pursuant to a participation agreement at a contribution rate set by the Trustees.

## **2.2 Required Contributions**

- A. Amount. The contributions required in order to be entitled to benefits under this Plan are set forth in Appendix B. The amount of contributions required in order to achieve entitlement to benefits will be subject to change from time to time as may be deemed necessary by the Trustees.
- B. Method of Payment. Payment to CSLEA LDF will be accomplished by dues deduction, as verified by records of the State of California computer printout, or by any other method as the Trustees may prescribe, pursuant to a participation agreement and at a contribution rate set by the Trustees. Your participation in the CSLEA LDF will commence as of the date CSLEA LDF receives your properly completed CSLEA LDF enrollment application. However, entitlement to benefits is also conditioned on CSLEA LDF's timely receipt of contributions made on your behalf to CSLEA LDF by the State of California. Payments to CSLEA LDF are due on or before the tenth of each month.
- C. Effect of Delinquency.
  - (1) Delinquency. If CSLEA does not make required payments, benefits under this Plan for the Participants of CSLEA will cease on the 10th of the month following such delinquency. No Participants will be entitled to Plan benefits for any period during which CSLEA is in default of payment.
  - (2) Late Payment. If the delinquent payment is made within two (2) months of the payment due date, entitlement to benefits will be reinstated, effective retroactively to the payment due date, on the date of actual payment of all contributions, interest, and/or liquidated damages billed. Any such late payment will automatically be applied first to the periods of delinquency and then, if sufficient, to the current period.
  - (3) Liquidated Damages. The prompt and accurate payment of contributions is essential to the maintenance and administration of the CSLEA LDF and it would be extremely difficult, if not impossible, to fix the actual expense and damage to the CSLEA LDF that would result from the failure to pay the required contributions within the time provided. Therefore, the Trustees have the authority to impose on CSLEA liquidated damages, not as a penalty, plus simple interest upon the total amount from due date until they are paid. The amount of damages to the Trust resulting from any failure to pay contributions promptly has been determined by the Trustees to be twelve percent (12%) of the amount of contributions due, as liquidated damages, not as a penalty, plus interest upon the total amount from date due, and

costs of collection, including attorneys' fees and court costs. These amounts will become due and payable to CSLEA LDF upon the day immediately following the date on which the contribution or contributions became delinquent in Sacramento, California. Such liquidated damages and interest may only be waived at the discretion of the Board of Trustees.

- (4) New Participation Agreement. If the delinquency continues for more than two (2) months, a new participation agreement will be required, and retroactive coverage will not be available.
- (5) The Trust reserves the right to audit the books and records of CSLEA to ascertain that the correct contributions are being made on behalf of all members of the association. If it is necessary to seek to compel any such audit or any contributions found to be due and owing by audit or otherwise, CSLEA will pay all attorneys' costs and fees, court costs, interest thereon and liquidated damages. Such suit may be filed, at the Trust's discretion, in Federal District Court, Eastern District of California. Venue is presumed to be in Sacramento, California.

### **2.3 Termination of Coverage and Benefits**

Your coverage and benefits (except benefits for which the event giving rise to the claim occurred prior to termination, including your retirement – see Appendix A for a description of an example of the coverage available for matters arising following a termination of employment) will automatically terminate upon the earliest to occur of the following:

- A. When your participation (i.e., payment of contributions by CSLEA) in CSLEA LDF terminates; or
- B. When your membership in CSLEA terminates; or
- C. When your employment terminates.

All your benefits and all entitlement to any and all benefits will automatically terminate when the participation of CSLEA in this Plan terminates, either voluntarily, by failure to pay Plan contributions, or otherwise (irrespective of when the event giving rise to any claim occurred). No benefits are available for any event that occurs after: (1) the termination of your participation in CSLEA LDF; (2) the termination of your employment; or (3) the termination of your membership in CSLEA.

In the event the Board of Trustees determines that initial coverage was granted with respect to an act or omission outside the parameters of this Plan and the initiating documents, then coverage thereof will cease as of the date of such Trustee determination.



**SECTION 3: BENEFITS AND EXCLUSIONS** (Appendix A Provides Examples of Covered Events and events that are not covered)

**3.1 Benefits**

**A. Legal Services**

As a Participant, you will be entitled to the following legal services:

- (1) Legal representation by a Panel Attorney (see definition in Section 3.2) designated by the CSLEA LDF in any civil or criminal action, proceeding, or investigation arising from any act or omission within the course and scope of your employment and which is not inimical or contrary to the law enforcement and public safety mission (“Course and Scope”), including civil or criminal action brought as a result of your involvement in Concerted Labor Activity (defined and subject to the conditions set forth below). Criminal coverage commences when it appears reasonably probable that criminal prosecution or investigation regarding the same will be commenced.
- (2) All customary and reasonable investigative and counseling services in preparation for an action described in subsection (1) above, whenever it appears reasonably probable that such an action will be commenced.
- (3) No benefits are paid in excess of the limitations on Legal Service Benefits, which are set forth in Appendix C, except if the Board of Trustees determines that the defense of any criminal or civil case furthers the legal interests of the CSLEA LDF generally warrants the authorization of payments for coverage in excess of the amounts stated in Appendix C.
- (4) The Board of Trustees may, in its sole discretion, authorize legal action as amicus curiae in cases of general importance affecting Participants.
- (5) Coverage will be denied in the event the date of the incident giving rise to the action pre-dates CSLEA LDF’s receipt of the Participant’s properly completed enrollment application.
- (6) There shall be no apportionment of coverage in the event a civil or criminal action is instituted against you in which multiple charges are contained. The Board of Trustees will determine whether the act(s) giving rise to the action predominantly arise from the Course and Scope of your employment to determine if benefits are available.

B. Legal Representation for Concerted Labor Activity

You will be entitled to legal representation, including representation in a civil or criminal contempt action for concerted failure to work, to respond to orders to work, concerted use of sick leave or calling in sick (but not for criminal conduct other than the concerted labor activity, including, but not limited to, vandalism, petty theft, arson and assault) arising out of a dispute over wages, hours, or terms and conditions of employment between CSLEA and your employer (“Concerted Labor Activity”), provided the Board of Trustees approves benefits after establishing that CSLEA exhausted all reasonable remedies to resolve the labor dispute and did so prior to resorting to any such Concerted Labor Activity.

C. Legal Representation Involving Government Code Section 995

In the event that the State of California or other governmental entity fails to fulfill its obligation under Government Code Section 995 to you with respect to a matter contemplated by the benefits provided by this Plan, then the Board of Trustees in its discretion may authorize Trust services to petition for and/or undertake your representation respecting such matter.

D. Legal Representation Involving Government Code Sections 995, 995.6, or 995.8

In the event that, pursuant to Government Code Sections 995, 995.6, or 995.8, the State of California or other governmental entity undertakes your defense with respect to a matter contemplated by the benefits provided by the Plan and such defense is handled incompetently or improperly such that your rights are prejudiced, then the Board of Trustees in its discretion may authorize Trust services to petition for and/or undertake your representation respecting such matter.

E. Legal Representation Involving Government Code Section 995.2

In the event the State of California or other governmental entity should (in the sole judgment of the Board of Trustees), but fails to invoke Government Code Sections 995.2(a)(3) or 995.2(c) in your defense with respect to a matter contemplated by the benefits provided by the Plan, then the Board of Trustees in its discretion may authorize Trust services to petition for and/or undertake your representation with respect to such matter.

F. Legal Representation Involving Affirmative Relief

- (1) Subject to subsection (2) below, and in the sole discretion of the Board of Trustees, you may be entitled to legal services to file an action arising from Course and Scope, and seek legal or equitable affirmative relief or the filing of a cross-complaint in any court or tribunal of appropriate jurisdiction.

- (2) Benefits will not be provided for legal representation involving affirmative relief unless the Board of Trustees determines, considering all material factual and legal elements, that there exists a reasonable likelihood of one of the following:
  - (i) A favorable statewide impact on CSLEA LDF Participants due to the legal issues presented, or
  - (ii) An award, and recovery of damages, attorneys' fees, and costs from the proposed defendants, or
  - (iii) Your defense in the underlying action will be substantially aided.
- (3) Nothing will prevent the Trustees from authorizing CSLEA LDF involvement in a lawsuit as amicus curiae when the Trustees decide, in their sole discretion, that such participation is in the best interests of CSLEA LDF and its Participants.

#### G. Cases of General Importance

The Board of Trustees may, in its sole discretion, authorize that legal service benefits be provided for a case in any court or tribunal of appropriate jurisdiction of general importance and significance to Participants. In determining whether to authorize such benefits, the Trustees will consider the factors set forth in Section 3.1 F(2) above.

#### H. Right of a Deceased Participant's Estate

The estate of a deceased person who was a Participant at the time of his or her death will be entitled to the benefits under this Plan to which the Participant was entitled at the time of his or her death.

#### I. Initial, Tentative or Temporary Coverage

If the Legal Administrator determines from an initial review of the facts and circumstances that a claim meets the requirements for benefits but there is a question regarding the claim's validity (for example, the claim may not arise from an event that is connected to a law enforcement or public safety mission), the Legal Administrator may, in his discretion, grant initial or temporary coverage subject to review of the Board of Trustees. If the Board of Trustees determines that coverage for the claim is not available, further benefits for the claim will terminate, but the Plan will still be responsible for covering those services that were rendered between the grant of initial coverage and the Trustees' subsequent determination.

## J. Evidentiary Standard

In the determination of whether an act or acts were within Course and Scope because they are sufficiently connected to the law enforcement or public safety mission in order to create entitlement to benefits provided under the Plan, the Board of Trustees will use the level of care and skill a reasonably prudent Trustee would use under like circumstances. Notwithstanding any other provision of this Plan, Civil Code § 815.2 and interpretations of Civil Code §815.2<sup>1</sup>, when the Trustees determine that you have committed an act or omission which would constitute an act outside of, inimical to, or unconnected with the law enforcement or public safety mission of protective services and public safety employees, no coverage will be provided by this Plan.

## 3.2 Limitations on Benefits

The provision of benefits under this Plan will be subject to the following limitations, in addition to any and all limitations set forth elsewhere in this Plan.

### A. Civil Action Against Public Employee and Employer

#### (1) Employer Accepts Defense and Agrees to Indemnify

No benefits will be provided under this Plan in any civil proceeding in which your employer or its insurer, whether by agreement, policy or operation of law (e.g., California Government Code Section 825 regarding “Indemnification of Public Employees,” or Section 995 regarding “Defense of Public Employees,” or applicable case law) agrees to or undertakes to provide a defense, and further agrees to or undertakes to indemnify you for any damages arising out of the proceeding, subject to Section 3.2.A(2).

#### (2) Reservation of Rights by Employer

In the event your employer agrees to defend you but refuses to fully indemnify you (including indemnification for punitive damages), or asserts a reservation of rights as to your indemnification pending the outcome of the proceeding, then you will be entitled to benefits, if the following three requirements are met:

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<sup>1</sup> Govt. Code §815.2 states “a public entity is liable for injury proximately caused by an act or omission of an employee of the public entity within the scope of his employment if the act or omission would, apart from this section, have given rise to a cause of action against that employee or his personal representative.”

- (i) First: The Board of Trustees determines, in accordance with the advice of legal counsel with expertise in the field of civil litigation, that there is a substantial possibility that punitive damages will be awarded against you, or based on a conflict of interest or other circumstances; and
- (ii) Second: CSLEA LDF is subrogated to your right against the employer, or its insurer; and
- (iii) Third: Your employer has not agreed to provide a separate attorney for your defense.

In the event that these three requirements are not satisfied, the Legal Administrator will “Monitor” the case by observing the progress in the case. The observation may include, but will not be limited to, review of the pleadings, discovery documents, status reports of the employer’s legal counsel and discussion of the case with employer’s legal counsel as necessary.

If the above requirements are satisfied and a considerable likelihood of punitive damages subsequently arises, the case will then be referred to an attorney appointed by the Board of Trustees to supervise and provide legal services under the Plan (“Panel Attorney”). If the above requirements are satisfied and the Trustees decide that the attorney so selected is improperly or incompetently handling the case, or because of the complexity and difficulty of the litigation does not have the expertise to handle the matter, or a conflict of interest exists such that your rights are directly prejudiced thereby, the case will be referred to a Panel Attorney.

### (3) Employer Refuses Defense

In the event the employer or its insurer refuses to defend the civil proceeding, then you will be entitled to benefits and CSLEA LDF will be subrogated to your rights against your employer or its insurer.

### (4) Improper or Incompetent Representation

If the Trustees decide that the office of the Attorney General of the State of California, its attorneys, or an attorney selected by the employer is improperly or incompetently handling such a matter or, because of the complexity and difficulty of the litigation, does not have the necessary experience to handle the matter, or because the Trustees determine that a conflict of interest exists (including conflicts between you and your employer or between or among two Participants), and your rights are directly prejudiced, you will

be entitled to Plan benefits and CSLEA LDF will be subrogated to your rights against your employer or its insurer.

(5) Conflict of Interest

In the event the Trustees, in their sole discretion, determine that a conflict of interest exists such that your rights can be protected only by extension of coverage hereunder, then you will be entitled to benefits as set forth in Section 3.1, and the Fund will be subrogated to your rights against your employer or its insurer.

Such conflicts may arise between your employer and you, or between or among two or more Participants against whom charges or claims are made.

B. Trustee Determination of Erroneous Coverage

In the event the Board of Trustees determines that initial coverage or coverage was granted with respect to an act or omission outside the parameters of this Plan, then coverage will cease as of the date of such Trustee determination.

C. CSLEA LDF Right of Reimbursement

CSLEA LDF provides benefits only to the extent the expenses are not otherwise paid (or are not or do not become payable) by a third party (by way of a lawsuit, verdict, settlement, compromise, arbitration award, satisfaction of a judgment, or otherwise, without regard to how any such recovery may be itemized, structured or allocated or whether there is an admission of responsibility) or insurance (including insurance covering the third party, uninsured or underinsured motorist coverage, or other insurance coverage or fund). CSLEA LDF has a right to full reimbursement and subrogation of any and all amounts paid by CSLEA LDF for any act or omission of a third party such as your employer, irrespective of whether the Participant is fully compensated. CSLEA LDF's right to reimbursement and subrogation shall not be reduced by the "make whole doctrine" or the application of any state law doctrine that would reduce the amount that CSLEA LDF may recover or by the terms of any separate fee arrangement that you may have entered into with your Panel Attorney.

- (1) Reimbursement. Benefits provided by CSLEA LDF are provided conditioned upon CSLEA LDF's right of full reimbursement and payment of benefits does not constitute a waiver by CSLEA LDF of any of its rights. The Board of Trustees may, however, in its sole discretion, reduce the amount of reimbursement otherwise required to account for special circumstances.
- (2) Subrogation. Without in any way limiting CSLEA LDF's right to reimbursement, to the full extent of any and all CSLEA LDF

payments, CSLEA LDF is subrogated to any and all claims, demands, causes of action, or rights of recovery the person receiving Plan benefit has or that may arise against anyone who may have caused, contributed to, or aggravated the condition or situation that led to CSLEA LDF's payment and CSLEA LDF reserves the right to intervene or join in any action or proceeding and to participate in any settlement negotiations related to the such claims, demands, causes of action, or rights of recovery.

- (3) Participant Obligations. As a condition to receiving Plan benefits, you agree to provide subrogation and reimbursement to CSLEA LDF as described above, to cooperate with CSLEA LDF and act in good faith to protect and perfect CSLEA LDF's interest, and to provide a first lien on amounts subject to reimbursement when they are paid. If you fail to comply with this provision, you will be personally liable to CSLEA LDF for the amount which should have been reimbursed; and, in addition to any other right of recovery, CSLEA LDF may offset the amount which should have been reimbursed against any benefit payment that may otherwise be (or become) payable under the Plan on your behalf. If CSLEA LDF brings an action to enforce this provision, CSLEA LDF is entitled to recover any of its attorneys' fees and costs associated with such action.

#### D. Non-Cooperation or Misrepresentation by Participant

No benefits will be provided to you if you are untruthful to your Panel Attorney or if you do not cooperate with your Panel Attorney, the Legal Administrator, or the Trustees. In such a case, your right to legal services may be terminated or suspended.

Furthermore, if benefits are provided to you based on your misrepresentations to the Board of Trustees, CSLEA LDF will be entitled to terminate or suspend benefits, and to obtain reimbursement from you of the full amount expended by CSLEA LDF for legal services and costs on your behalf.

#### E. Non-Interference

This Plan does not and will not be interpreted to require the Legal Administrator, CSLEA LDF, its employees, and Panel Attorneys, or any attorneys associated with them, to perform any act in violation of the California State Bar Rules of Professional Conduct including, but not limited to, the prohibition of Rule 1-600, which prohibits any organization or group from interfering with or controlling the performance of an attorney's duty to clients.

F. Jeopardy or Settlement Opportunity

Benefits will be terminated under the following circumstances:

- (1) Jeopardy. If it is determined by the Legal Administrator that it is in the your best interests for CSLEA LDF to cease your representation in any particular case, including but not limited to cases where continued proceedings may subject you to more severe civil, criminal or administrative sanction, damages, or attorneys' fees; or
- (2) Settlement Opportunity. Where you have rejected a reasonable settlement proposal to resolve your case. The reasonableness of any such offer will be assessed by the Board of Trustees.

G. Coverage under this Fund will continue through and including criminal or civil trial. No benefits will be provided for appellate review unless the Board of Trustees approves of continued coverage.

H. Coordination of Benefits

Benefits under this Plan will not be provided to the extent they are furnished to you by any other plan, program or policy which provides group legal services, or your personal insurance.

I. Benefits Paid According to Fee Schedule

Benefits under this Plan will be provided in accordance with the fee schedule for Panel Attorney services adopted by the Board of Trustees from time to time. However, you are free to negotiate a fee arrangement with your assigned Panel Attorney that is separate from and pays fees that exceed the fee schedule adopted by the CSLEA LDF. The CSLEA LDF has no involvement or responsibility with respect to any such separate fee arrangement, including but not limited to, the negotiation or monitoring of such separate fee arrangement. The Plan will not be responsible for any charges made by a Panel Attorney or other person in excess of such fee schedule or prior to the time your case is approved for coverage.

J. Exclusions

The provision of benefits under this Plan will be subject to the following exclusions, in addition to the exclusions set forth elsewhere in this Plan.

- (1) Employment Practices. No Benefits will be provided under this Plan for the defense or prosecution of any punitive or adverse action, administrative investigation, any action for affirmative relief, defense or remedy, in any case arising out of any violation of, or covered by provisions of Title VII of the Civil Rights Act of 1964 (42 U.S.C. section 2000, et seq.), the California Fair



Employment and Housing Act (Government Code section 12900, et seq.), or any other similar state, county, city, or city and county law, statute, ordinance, regulation, or rule of a similar type or description (for example, employment discrimination or harassment).

- (2) Civil Service Dispute. No benefits will be provided under this Plan for any action to obtain, protect, preserve, or set aside any benefits, or position, on any civil service, merit system, or personnel eligibility list for appointment or promotion to a position.
- (3) Retirement. Except as provided in Section 3.1.G. for “Cases of General Importance”, no benefits will be provided under this Plan for any claim to obtain affirmative relief or remedy to obtain, protect, preserve, or set aside pension or retirement benefits under the Public Employees Retirement Law (California Government Code Section 20000, et seq.), County Employees Retirement Act of 1937 (California Government Code Section 31450, et seq.), or any other similar federal, state, county, city, or city and county pension retirement system of a similar type or description.
- (4) Workers’ Compensation. No benefit will be provided under this Plan for any action, claim or charge relating to a Workers’ Compensation claim or any other matter within the jurisdiction of the Workers’ Compensation Appeals Board; for any action to obtain, protect, preserve or set aside Workers’ Compensation benefits, industrial or non-industrial disability benefits, Social Security benefits, disability, health or other insurance benefits of a like or similar nature; or for any action for benefits payable under or because of an industrial injury, illness, disease, or death, whether by contract or otherwise, arising out of any of the provisions of the State Workers’ Compensation Act or any similar federal, state, county, or city ordinance, law, resolution, regulation, or any contract of insurance, or for any action arising out of an alleged abuse of the Workers’ Compensation system.
- (5) Damage Awards. No benefits will be provided under this Plan to pay for any monetary award for damages or otherwise, whether by judgment, settlement or otherwise, against you in any action.
- (6) Attorneys’ Fees. No benefits will be provided under this Plan to pay for the attorneys’ fees or costs of an opposing party awarded against you in any action (for example, if you do not prevail in a court action and are ordered to pay damages, the CSLEA LDF will pay for previously approved defense costs, but will not pay

for any portion of such damages).

- (7) No benefits will be provided under this Plan related to proceedings involving your medical condition or any disability-related action.
- (8) Pitchess Motions. No benefits will be provided under this Plan related to proceedings involving the rights of an accused to seek and obtain discovery of investigative records pursuant to *Pitchess v. Superior Court of Los Angeles County* (1974) 11 Cal.3d 531, unless such a motion is made within proceedings in which you are the defendant and for which coverage has been granted to you.

### **3.3 Circumstances Which May Result in Ineligibility or Denial of Benefits**

If you are eligible for benefits under the Plan, you will become ineligible and be denied coverage for events occurring, claims made, or legal services performed upon the following events:

- A. Termination of benefits as described in Section 2.4 above.
- B. Your failure to timely and appropriately file a claim for benefits or to appeal within the time period as set forth in the Plan Document.
- C. Inadequate resources of the Plan for payment of benefits.
- D. Amendment or termination of the Plan.
- E. If prior to the provision of any services the Board of Trustees determines that no coverage exists the Legal Administrator will not authorize continuing coverage under this Plan.

## **SECTION 4: CONTRIBUTIONS AND PLAN ASSETS**

- 4.1 Source of Contributions.** The Plan is financed by contributions from individual Participants paid through CSLEA by payroll deduction or any other method approved by the Trustees.
- 4.2 Audit of CSLEA.** CSLEA LDF may audit the books and records of CSLEA for verification of membership contributions. Any expenses incurred by CSLEA LDF in compelling an audit or payment of contributions are borne by CSLEA, with interest and liquidated damages payable on any late contributions.
- 4.3 Entities Used for Accumulation of Assets and Payments of Benefits.** The contributions are received and held by the Board of Trustees pending the payment of benefits and administrative expense. The Board of Trustees pays benefits directly from CSLEA LDF.

- 4.4 Use of Assets Upon Termination.** The Board of Trustees has the authority to terminate the Plan. In the event of the termination of the Plan, any and all monies and assets remaining in CSLEA LDF, after payment of expenses will be allocated among the Participants and beneficiaries in a manner determined by the Board of Trustees, or transferred to another IRC Section 501(c) trust providing similar benefits, as described more fully in the CSLEA LDF Trust Agreement.

## **SECTION 5: CLAIMS PROCEDURES**

### **5.1 Procedures to be Followed in Presenting Claims for Benefits**

- A. Notification. You are obligated to timely notify the Legal Administrator of all claims for benefits before you will be entitled to any benefits under this Plan no later than one (1) year from the date you were notified of the proceeding that gave rise to the claim (note: the Board of Trustees have the sole discretion for determining the date of such notification). To present a claim for benefits under the Plan it is necessary to timely notify the CSLEA LDF Legal Administrator at the address or phone number listed in Section 1.8 or the 24-Hour Emergency Number in Section 1.1. Notification to any party other than the CSLEA LDF Legal Administrator is ineffective to obtain entitlement to benefits.
- B. Failure to Provide Notice. Failure to timely notify the Legal Administrator will relieve CSLEA LDF of any obligation to provide benefits.
- C. Claims Decisions. The CSLEA LDF Legal Administrator is responsible for making the initial determination about coverage and will consider each claim for Plan benefits and determine whether to grant or deny coverage under the Plan.
- D. Notice of Decision. If coverage is granted, the Legal Administrator will send written notification of the decision within sixty (60) days of receipt of your claim.
- E. Referrals. The Legal Administrator will refer representation to a Panel Attorney. In making such a referral, the Legal Administrator will, where feasible, designate a Panel Attorney who meets the approval of CSLEA. Any dispute concerning the referral of a case to a Panel Attorney may be appealed to the Board of Trustees.
- F. Failure to Appeal a Referral. If you do not appeal the referral and you fail to or refuse to accept the advice of the CSLEA LDF Legal Administrator or a Panel Attorney, the Trust will have no further obligation to provide benefits or otherwise. Any other counsel whom you engage shall be at your expense.

## **5.2 Remedies Available for Redress of Claims Which Are Denied**

- A. Denial. If a claim for benefits is wholly or partially denied, the Legal Administrator shall give written notification of such denial within sixty (60) days of the claim for benefits, unless the Legal Administrator notifies the Participant of special circumstances that require an extension of time of up to an additional 60 days. The notification shall include the specific reason(s) for such denial, as follows:
- (1) Specific reference to the Plan provisions upon which the denial is based;
  - (2) A description of any additional material or information which may be needed to clarify or complete the claim, and an explanation of why such information is required; and,
  - (3) An explanation of the Plan's review procedure with respect to the denial of benefits.
- B. Appeal. If a claim has been denied, the Participant may appeal the adverse benefit determination to the Trustees within 60 calendar days after being notified of the adverse benefit determination. The appeal must explain why the Participant believes that the reasons of the denial are inapplicable. The Participant may submit written comments, documents, records, and other information to the Trustees and may request, free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim for benefits.
- C. Hearing. A Participant may also request that the Trustees conduct a hearing via telephone as part of the appeal. Requests for hearing must be sent to the Plan in writing with the written appeal within 60 calendar days after being notified of the denial. If a Participant requests a hearing, the Participant will be entitled to present his or her position via telephone and any evidence in support thereof at the hearing and may be represented at the hearing by an attorney, or any other representative of his or her choosing, at the Participant's own expense.
- D. Timing of Decision. The Trustees will make a benefit determination during the next Board of Trustees meeting if that meeting is at least 30 days after the Plan's receipt of a Participant's request for review of a denied claim. If the Plan's receipt of a Participant's request for review of a denied claim is within 30 days of the meeting, the benefit determination will be made at the next following meeting. If the Participants requests a hearing or if special circumstances require an extension, the Participant will receive a notice of the extension within the initial appeals period and a benefit determination shall be rendered by the Trustees at the next Board of Trustees meeting.

- E. **Notice of Decision.** Within five (5) days after making a benefit determination, the Trustees will issue a written decision, subject to the California State Bar Rule of Conduct 1-600, affirming, modifying or setting aside the former decision.
- F. **Exhaustion.** Action by the Trustees is final. Before initiating legal action to recover any benefits under the Plan, to enforce any right under the Plan or to clarify any rights to benefits under the Plan, the person claiming the benefit or right must first comply with and exhaust these Claims Procedures. Any such legal action must be commenced no later than one year from the date of the written notice of the adverse benefit determination of the Participant's appeal.

## **SECTION 6: LEGAL INFORMATION**

- 6.1 Authority of Trustees.** The Trustees may establish rules and procedures for the proper administration of the Plan. The Trustees have the discretion and the exclusive authority to interpret the Plan and any rules and procedures established under the Plan and to determine the rights of claimants under the Plan and under those rules and procedures. The Trustees may delegate some or all their authority and responsibility in connection with the administration of the Plan at their discretion. The Trustees have delegated the discretionary authority to determine claims to the Legal Administrator, but retain the authority to determine appeals of denied claims. The Trustees' decisions on appeals will be final.
- 6.2 Limitation of Rights.** Neither the establishment of the Plan and CSLEA LDF, nor any modifications thereof, nor the creation of any fund or account, nor the payment of any benefits, will be construed as giving you or any other person any legal or equitable right of action, or any recourse against CSLEA LDF or its employees, or the Trustees, except as provided in this Plan and in the Trust Agreement. No person has any right or claim to benefits from the Plan other than those specifically granted by the terms of the Plan.
- 6.3 Severability.** If any provision of this Plan is held invalid, the validity of the balance of the Plan will not be affected.
- 6.4 Applicable Laws and Regulations.** References in this Plan to any particular sections of any local, state or federal statute will include any regulation pertinent to such sections and any subsequent amendments to such sections or regulations. Except where this Plan specifically refers to California law, this Plan and CSLEA LDF will be governed by ERISA.
- 6.5 Insurance.** The Plan is the policy holder for any insurance contract related to the Plan. Any refunds, rebates, or returns related to such policies are Plan assets that may be used, at the Trustee's sole discretion to pay benefits, Plan expenses, or both and no participant has any right to receive any portion of such assets.
- 6.6 Confidentiality.** It is agreed and understood that if you apply for benefits under

this Plan, you are entitled to the same rights and consideration, including the right of confidentiality, to which any client of an attorney is entitled. Neither CSLEA LDF, nor the Legal Administrator, nor the Trustees (nor their employees, consultant, nor counsel) shall be required to, nor will they, reveal to any other persons, including CSLEA LDF, its officers, agents or employees, any matters revealed to them in confidence by you in the course of your application for benefits or representation except that if you file a legal action against the CSLEA LDF or the Trustees, such matters may be revealed in the course of that litigation. CSLEA LDF, including its Trustees or its Legal Administrator, shall, however, be permitted to provide to CSLEA general information concerning CSLEA's usage under the Plan. A provider of services to you pursuant to this Plan shall not divulge to third parties matters that you revealed to the provider in confidence. However, such provider shall be obligated to provide information to the CSLEA LDF, including to its Trustees or Legal Administrator, concerning your case to permit the Trustees or Legal Administrator to administer and monitor your claim and for other necessary administrative purposes.

## **6.7 Complaint Procedures**

It is the policy of the Board of Trustees to encourage and solicit comments regarding administration of CSLEA LDF, including any claim for benefits. Any person who is dissatisfied with any aspect of the administration of the CSLEA LDF is requested to follow the complaint procedure below:

- A. Complaints should be set forth in writing and directed to any or all members of the Board of Trustees, with copies to any persons who may be the subject of the complaint.
- B. Within fourteen (14) days of the receipt of the complaint, the Chair of the Board of Trustees will contact the complainant and ascertain if the complainant, or any person named in the complaint, or the Trustees wish to conduct a hearing on the matter before the Board of Trustees. If so, a hearing will be scheduled at the next regular Board meeting which the complainant and persons named in the complaint are available to attend. If more immediate action is appropriate, the parties may convene on a conference telephone call.
- C. At the hearing, all interested parties will be entitled to appear and discuss the matter.

## **6.8 Amendment and Termination.** In order that the Board of Trustees may carry out its obligation to maintain, within the limits of its resources, a program dedicated to providing the maximum possible benefits for all participants, the Trustees expressly reserve the right, in their sole discretion at any time and from time to time, but upon a non-discriminatory basis:

- A. To amend or terminate any benefit, even though such amendment or

termination affects cases already accepted by the Legal Administrator, provided that claims for legal services rendered will not be affected, so long as funds are available for payment of such claims.

- B. To increase the rate of contributions or alter the method of payment thereof; and
- C. To amend or rescind any other provision of this Plan.

## APPENDIX A

### EXAMPLES OF COVERED AND NON-COVERED EVENTS

*The following examples illustrate the scope of Plan coverage. These examples are only illustrations and are limited to the exact facts described. Any actual situation may present additional or different facts that may result in a different coverage determination. In each example, a determination that coverage exists under the Plan assumes that all Plan requirements are met.*

1. You are a member of CSLEA, and you properly and timely accomplish the execution and filing of all forms necessary to accomplish your dues deduction to CSLEA LDF. Thereafter, your name does not show up on the State roster with respect to such dues deductions and no contributions are made to CSLEA LDF on your behalf, all as a result of inadvertence or neglect of the governmental entity and/or CSLEA. Coverage exists for those matters that would be covered had the inadvertence or neglect of the governmental entity and/or CSLEA not occurred.
2. You are a Participant who seeks coverage under the Plan for an incident which occurred prior to your accomplishing the necessary and required tasks to initiate dues deduction entitling you to membership under the Plan. No coverage exists under the Plan.
3. You are a Participant who elects to change their membership in CSLEA from full membership to Fair-Share Payer or fee objector. No coverage exists under the Plan for incidents which occur after the change in membership status.
4. You are a Participant of CSLEA who is delinquent in its dues deduction contribution to CSLEA LDF and the act or omission is alleged to have occurred during the period of delinquency. Provided CSLEA is not more than two (2) months delinquent in its required contribution, a late payment may be made and coverage exists under the Plan.
5. You are a Participant who has retired, voluntarily resigned, or been discharged and you are charged with an act or omission arising from an event that occurred during the time you were a Participant under the Plan. Coverage exists under the Plan.
6. You are a Participant who has been laid off. There is no coverage under the Plan to challenge the layoff. Coverage exists under the Plan for events occurring prior to the effective date of the layoff.
7. You are discharged based on allegations of excessive force. There is no coverage for the administrative disciplinary proceeding under the Plan. Thereafter a civil



suit is filed arising from the same act and the governmental entity offers to defend you and independent legal counsel is not appointed. Should it be determined by the Board of Trustees that the alleged conduct arose from the course and scope of your employment and that a conflict of interest exists between you and the governmental entity, coverage will be provided under the Plan.

8. Two Participants are charged in a civil proceeding with an act or omission arising from the course and scope of their employment and the Participants each claim the other is at fault for the injury. Should the governmental entity seek to represent both Participants, there is coverage under the Plan based on the conflict of interest.
9. Two or more Participants are charged in a civil proceeding for acts alleged to have arisen from the course and scope of their employment. The governmental entity agrees to provide representation to all Participants. The Board of Trustees will monitor the case and provide coverage in the event that a conflict of interest arises between the Participants or a Participant and the governmental entity, or in the event the representation of one or more Participants is inadequate and/or incompetent.
10. You are charged in a civil proceeding with an act arising from the course and scope of employment and are represented by the governmental entity. Such representation is determined by the Board of Trustees to be inadequate or incompetent. Coverage exists under the Plan.
11. You face criminal charges of excessive force occurring during an attempted escape from custody. Should it be determined by the Board of Trustees the alleged conduct arose from the course and scope of your employment, coverage exists under the Plan.
12. You use your authority as a peace officer to coerce a citizen to engage in an act unrelated to the law enforcement mission. No coverage exists under the Plan.
13. You are alleged to have used your uniform, State car, radio and other equipment to accomplish an illegal act. Based on the objective evidence available to the Board of Trustees, it is determined the allegation against you is true. No coverage exists under the Plan.
14. A peace officer Participant with 24 hour power of arrest takes enforcement action while off-duty. Should it be determined by the Board of Trustees the alleged conduct arose from the course and scope of the Participant's employment, coverage exists under the Plan.
15. You are accused of committing a battery while on duty, an act that, if true, would be considered not to have arisen from the course and scope of your duties. Based on the objective evidence available to the Board of Trustees, it is determined the allegation against you is false. Coverage exists under the Plan.

16. You are charged in a civil proceeding with an act which the governmental entity asserts is outside the course and scope of employment and on such basis, the governmental entity refuses to afford you representation. Should the Board of Trustees determine that the alleged conduct arose from the course and scope of your employment, coverage exists under the Plan.
17. An undercover peace officer Participant participates in a narcotics purchase and in an ensuing scuffle loses the money provided for the buy. Criminal charges for theft are filed against the Participant. Based on the objective evidence available to the Board of Trustees, it is determined the allegation against you is false. Coverage exists under the Plan. Pursuant to the Plan, the Board of Trustees will continue to monitor the circumstances of the criminal prosecution. Should the Board of Trustees subsequently determine the allegations against you are true, coverage will be discontinued under the Plan.
18. You are sued for, among other things, punitive damages based on conduct that allegedly did not arise from the course and scope of your employment. The governmental entity determines the act was within Course and Scope and agrees to defend you. Coverage under the Plan is limited to the Legal Administrator's monitoring of the case for appropriate handling by the governmental entity.
19. You are the subject of both an administrative and criminal investigation of the same incident. No coverage exists under the Plan for the administrative proceeding. Should it be determined by the Board of Trustees the alleged conduct arose from the course and scope of your employment, coverage exists under the Plan for the criminal investigation.
20. You are charged in a civil proceeding with sexual harassment or battery in violation of State and/or federal civil rights statutes. Based on the objective evidence available to the Board of Trustees, it is determined the allegations against you are false. Coverage exists under the Plan.
21. You are denied Workers' Compensation or disability retirement benefits. No coverage exists under the Plan.

**APPENDIX B**  
**CONTRIBUTION AMOUNTS**

The contributions required in order to be entitled to benefits under this Plan are as follows:

As of January 1, 1990	\$2.00 per month
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The amount of contributions required in order to achieve entitlement to benefits, will be subject to change from time to time as may be deemed necessary by the Trustees.

## **APPENDIX C**

### **LIMITATIONS ON BENEFITS**

1. In the event a civil action, a criminal action, or both is instituted against one or more Participants in which multiple charges, complaints, information or indictments are contained that arise out of a similar nucleus of facts (an “Occurrence”), the filing(s) or request(s) for coverage under the Plan by a Participant (“Claim”) will be considered a single claim and the Board of Trustees will apportion coverage with respect to the number and weight of the multiple issues, in order that CSLEA LDF provides services only for covered acts.
2. Civil coverage (through and including trial) will be to a maximum amount of Fifty Thousand Dollars (\$50,000.00) per Claim, or One-Hundred and Fifty Thousand Dollars (\$150,000.00) per Occurrence, pro-rata (between participants).
3. Criminal coverage (through and including trial) will be to a maximum amount of Fifty Thousand Dollars (\$50,000.00) per claim or One-hundred and Fifty Thousand Dollars (\$150,000.00) per Occurrence, pro-rata (between participants).

## **APPENDIX D**

### **STATEMENT OF ERISA RIGHTS**

As a participant in the CSLEA Legal Defense Fund you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants will 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 union halls, all documents governing the Plan and a copy of the latest annual report (Form 5500 Series).

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the plan 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.

#### **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 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 state or 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.

**APPENDIX E**  
**LIST OF DEFINED TERMS**

<b>Defined Term</b>	<b>Plan Section Defining Term</b>
“Board of Trustees” or “Trustees”	Section 1.6
“CSLEA”	Section 1.9
“CSLEA LDF”	Section 1.1 and Section 1.11
“Claim”	Appendix C
“Concerted Labor Activity”	Section 3.1(B)
“Course and Scope”	Section 3.1(A)(1)
“Fair-Share Payer”	Section 2.1(A)
“Legal Administrator”	Section 1.8
“Monitor”	Section 3.2(A)(2)
“Occurrence”	Appendix C
“Panel Attorney”	Section 3.2(A)(2)
“Participant”	Section 2.1
“Plan”	Section 1.1
“Public Safety Employee”	Section 2.1
“Trust Agreement” and “Trust”	Section 1.11