

# Colorado F. O. P.



## Legal Defense Fund

**2701 West 84<sup>th</sup> Ave., Suite 211  
Westminster, Colorado 80031  
[www.coloradofop.org](http://www.coloradofop.org)**

**Plan Description  
Rules and Regulations of the LDF**

**PLAN DESCRIPTION  
RULES AND REGULATIONS OF THE LDF**

**ARTICLE 1  
DEFINITIONS**

The following definitions shall apply to the LDF unless otherwise noted in the text or unless this corporation has purchased the services of another benefit plan in which case the benefits of that plan shall have precedence and be the actual benefits that members are entitled to.

1. *"Administrative Address"* is 2701 W. 84<sup>th</sup> Ave., #211 Westminster, CO 80031.
2. *"Benefit Plan," "the Plan" or "the LDF"* means the Colorado F.O.P. Legal Defense Fund unless another plan's services or benefits have been substituted through an agreement to purchase those services or plan benefits.
3. *"Executive Committee,"* The President, Secretary, and Treasurer shall comprise the Executive Committee.
4. *"Covered Claim"* means a Duty Related Incident of a Member that is properly reported to the LDF and for which the LDF provides benefits.
5. *"Critical Incident"* means a serious Duty Related Incident that could result in felony charges or termination proceedings being filed against a Member, and for which the Member believes an immediate response by an LDF Attorney is needed to protect the Member's rights.
6. *"Duty Related"* means any act or omission under the color of official authority, whether on or off duty, that occurs within the Member's scope of employment as a peace officer or as a public safety officer.
7. *"Employment"* means employment with a law enforcement agency as a Peace Officer or Public Safety employee, as defined herein.
8. *"FOP"* means the Colorado State Lodge (Fraternal Order of Police).
9. *"Incident"* means an act or omission of a Member which gives rise to a Covered Claim.
10. *"LDF Attorney"* means an attorney or law firm selected by the LDF Board of Trustees to provide LDF Legal Services, and whose name appears on the LDF approved list of attorneys.
11. *"Legal Services"* means advice, consultation or representation rendered by an attorney to a Member, including those customary charges for paralegal assistance, photocopying, long distance telephone expense, faxing, travel and other similar types of expenses.
12. *"Member"* means a Member in good standing of a Subordinate Lodge, that is recognized by the LDF and whose LDF membership dues have been paid to the LDF by the Member's subordinate lodge.
13. *"Monitor" and "Monitoring"* means those activities that include, but shall not be limited to, review of pleadings, discovery documents, status reports, discussions with the employer's legal counsel, conferences with the Member and such other Legal Services as may be necessary by the LDF Attorney to keep the Member informed as to the status of a case.
14. *"Peace Officer"* means any law enforcement officer who is eligible to become an active member of the FOP.

15. “*Public Safety Employee*” means any person not a Peace Officer who is employed by a law enforcement agency or who volunteers his or her time, and in whose name a Subordinate Lodge makes contributions to the LDF.

16. “*Reimbursable Costs*” means expert fees, witness fees, filing fees, court costs, transcript costs, document delivery fees, and other similar litigation expenses.

17. “*Subordinate Lodge*” means any active FOP Lodge of the Colorado State Lodge (Fraternal Order of Police) which is a Lodge in good standing with the FOP.

18. “*Subordinate Lodge Labor Activity*” means an FOP Subordinate Lodge sanctioned activity that results in administrative discipline. This sanctioned activity must be activity that the Member’s Subordinate Lodge has voted to support and directed Lodge Members to initiate.

## ARTICLE 2 PLAN ADMINISTRATION

The LDF is a Colorado nonprofit corporation whose officers consist of a President, a Secretary and a Treasurer. The President is the person currently holding the office of President of the Colorado State Lodge (Fraternal Order of Police). The other officers are appointed by the President and approved by the Board of Trustees. The business and affairs of the LDF are managed by a Board of Trustees. The Board of Trustees is comprised of those individuals who serve on the Executive Board of the Colorado State Lodge (Fraternal Order of Police) and those Trustees who are elected by their respective Subordinate Lodges pursuant to the LDF Bylaws. The voting Trustees must be Members of the LDF and not be affiliated with any other entity that competes with the LDF. Trustees of Subordinate Lodges which have no Members shall not have a voice or a vote in any meeting of the LDF Board of Trustees.

Dues shall be determined by the Board of Trustees pursuant to the procedures for amending the LDF bylaws and the specific amount of dues per member shall be listed in Article 3, Section D. Membership Dues.

The Executive Committee, consisting of the President, Secretary, Treasurer, administers the routine business activities of the Corporation. Including making the initial determination of eligibility for LDF benefits. The specific monetary compensation of these officers shall be determined by the Board of Trustees pursuant to a request from the President and shall remain in effect until changed or revoked by the Board of Trustees.

The LDF Board of Trustees is authorized to enter into agreements with, or purchase services from, other corporations that provide comprehensive legal defense benefits that are similar or superior in coverage aspects to those provided in this plan. In circumstances where the Board of Trustees has made an agreement with or purchased services from another corporation that provides legal defense benefits, the benefits of that plan shall have precedence and super cede the benefits of this plan. All aspects of benefit entitlement, eligibility, claims administration, coverage levels, and payments to members or attorneys shall be in conformance with the rules and procedures of the contracted plan.

In the event that the Board of Trustees decides to enter into an agreement with or purchase services from another corporation that provides legal defense benefits, the Executive Committee shall determine the method for collection of dues and the disbursement of funds to effect the payment for such services. It shall also be the responsibility of the Executive Committee to administrate any and all necessary documentation to effect the change to the contracted plan.

## ARTICLE 3 ENTITLEMENT TO LDF BENEFITS

### A. PARTICIPATION IN THE LDF

Participation is open to any Peace Officer or Public Safety Employee who is a Member of the FOP and whose Subordinate Lodge pays LDF membership dues to the LDF on behalf of the Member.

#### B. METHOD OF APPLICATION FOR LDF PARTICIPATION

Application for participation in the LDF shall be submitted to the LDF only by a Subordinate Lodge on LDF forms. Applications not fully and accurately completed may result in ineligibility for and nonpayment of LDF Benefits.

#### C. PREREQUISITES TO RECEIVE LDF BENEFITS

A Member is entitled to receive LDF benefits for Covered Claims only if the following conditions are met:

1. The applicable LDF membership dues for the Member have been paid to the LDF by the Member's Subordinate Lodge;
2. The Member was in good standing with the LDF at the time the Incident occurred, and maintains LDF membership while the Claim is pending; and
3. The member has notified the Executive Committee, via an approved plan attorney of his or her claim for benefits.

#### D. MEMBERSHIP DUES

Current LDF membership dues are \$23.00 per month and are payable monthly through the Member's Subordinate Lodge.

#### E. PAYMENT OF MEMBERSHIP DUES

Payment of membership dues shall be made in full on a monthly basis on or before the tenth day of each month. All LDF dues shall be paid by each member lodge, directly to the Secretary of the LDF. Unless otherwise approved by the LDF Secretary, effective January 1, 2015 all member lodges will be required to complete an ACH form authorizing payment and withdrawal of dues from the Member Lodge's bank account in the amount set forth above in Section D of these bylaws. Member lodges shall notify the LDF Secretary of all FOP member adds or drops to their membership totals no later than the first of each month.

LDF Dues: The Colorado FOP LDF's primary source of funding shall be the dues paid to the LDF. The LDF Funds shall be kept separate from all other funds of the Colorado State Lodge Fraternal Order of Police. The LDF Treasurer shall manage and control the LDF in accordance with these bylaws. The LDF Treasurer shall disburse dues received to appropriate LDF accounts. The LDF funds shall be designated only for the operation, expenses, maintenance, and normal day-to-day operation of the LDF as expressly provided for in these bylaws.

3. The effective date of coverage for a Member shall be the date the Subordinate Lodge accepts a member's application and payment for dues is received by the Subordinate Lodge, and notice is given of the approved application to the Secretary of the plan

4. If a Subordinate Lodge terminates its membership in the LDF or the FOP, while a member has a Covered Claim, the Member shall join another Subordinate Lodge in order to continue coverage for LDF benefits.

F. EFFECT OF DELINQUENCY OF PAYMENT

1. If membership dues are not paid as required, benefits under the LDF shall cease on the first day of the month following the due date of the payment. Neither the delinquent Subordinate Lodge nor any of its Members shall be entitled to LDF benefits for any period during which the Subordinate Lodge is in default of payment. The LDF shall notify the Member of the delinquency in payment of the membership dues.

2. Notwithstanding the above provision, if the delinquent payment is made within one month of the payment's due date, entitlement to LDF benefits shall be reinstated retroactively. Any such late payment shall be applied first to the period of delinquency and then, if the amount is sufficient, to the current period.

3. If the delinquency continues for more than two (2) months, the Subordinate Lodge and its Members shall be deemed to have terminated their LDF participation and the Subordinate Lodge and its Members must reapply for LDF membership. Upon re-application within the current or subsequent month, the Subordinate Lodge shall pay any deficiency as required by the Board of Trustees.

## G. TERMINATION OF LDF BENEFITS

Benefits for a Member shall automatically terminate upon the occurrence of any of the following events:

1. The Member's participation in the LDF terminates.
2. The Member's membership in the FOP terminates.
3. The Member's membership in a Subordinate Lodge terminates.
4. Failure by the Member to appeal a denial of benefits within the applicable time period.
5. The Member's Subordinate Lodge terminates its membership in the LDF.
6. Subsequent amendment or dissolution of the LDF.
7. Non-cooperation with an LDF Attorney or Executive Committee.
8. Misrepresentation by a Member to the Executive Committee, , LDF Attorney or the Board of Trustees.
9. Determination by the Executive Committee that it is in the best interest of the LDF or the FOP to cease the Member's participation in the action.
10. Determination by the Executive Committee in accordance with Article 5, section (B)(5) that is in the best interest of the Member to cease the Member's participation in the action.

## H. EXTENDED LDF COVERAGE

A Member shall be entitled to the following extended LDF benefits, provided that the Member would otherwise be entitled to benefits:

1. A Member who has been terminated from Employment shall be entitled to benefits for subsequent actions arising from Incidents involving that termination. However, authorizations of benefits for one type of action, i.e., administrative, shall not automatically entitle the Member to benefits for another type of action, i.e., civil or criminal. The Member must properly notify the Executive Committee of any subsequent Incidents.
2. A Member who has been terminated from Employment shall be entitled to LDF benefits for Covered Claims granted prior to the termination provided that the Member properly notifies the Executive Committee of the Incident.
3. A Member who voluntarily resigns from or voluntarily leaves Law Enforcement Employment shall remain eligible for benefits under the plan for any covered incident that happened during the term of their law enforcement employment provided they were a member in good standing of the LDF plan at the time of that incident. Furthermore in order to be entitled to that coverage, the Member must be a member in good standing with an FOP Lodge. (Adopted May 2009)

I. TRANSFERRED MEMBERSHIP

Any Member who transfers membership without interruption from one Subordinate Lodge to another Subordinate Lodge and maintains continuous LDF membership shall be entitled to benefits for any Covered Claim occurring while the Member was transferring lodges.

J. RETIRED MEMBERS

A Retired Member shall be entitled to benefits for any Covered Claim that occurred before the Member retired, provided the Member pays the LDF membership dues, and remains a Member of a Subordinate Lodge in good standing.

ARTICLE 4  
LDF BENEFITS

Subject to any exclusions or limitations set forth herein, the LDF shall pay the following benefits for Covered Claims up to the applicable limits of liability:

A. DEFENSE OF CRIMINAL MATTERS

The LDF will cover Duty Related Incidents in defense of criminal charges against the Member.

B. DEFENSE OF CIVIL LAWSUITS

The LDF will cover Duty Related Incidents in defense of civil lawsuits against the Member. However, in those Incidents where the employer of the Member is providing the defense of the Member, the LDF will only authorize Monitoring of the action by an LDF Attorney. Civil Monitor cases will be capped at \$2000.00 per member, per incident

C. DEFENSE OF ADMINISTRATIVE ACTIONS

1. The LDF will cover Duty Related Incidents of administrative actions against the Member. **Administrative actions arising from non-duty related occurrences are not covered by the LDF.**

2. The LDF will provide the member up to ten (10) hours of Legal Services in a Duty Related termination case, upon approval, for representation in any hearing or matter relating to unemployment compensation.

3. The LDF will provide the Member with Legal Services and Reimbursable Costs for consultation with an LDF Attorney about any Duty Related administrative action. There must be a loss to the Member equal to two (2) days pay or more before any further LDF funds shall be expended other than the payment in lieu option set forth in Paragraph four(4) below.

4. For any Duty Related Incident resulting in loss to a member of up to three (3) days pay, the Coordinator may recommend reimbursement to the Member for the loss of pay in lieu of defending the administrative action. Both the Executive Committee and the Member must agree before this payment option is taken. If the payment option is accepted, the Member will waive all LDF benefits relating to the administrative action resulting in the loss of pay. This option is available for a Member only once each calendar year. In lieu of calculating the dollar amount of pay lost for each individual Member, the Board of Trustees shall determine a per diem rate of pay to be paid to Members who accept this payment option.

D. CRITICAL INCIDENTS

1. The LDF shall cover Critical Incidents by providing for legal protection for its Members. The Member shall determine if the Incident is a "Critical Incident" and whether the Member needs an immediate response by an LDF Attorney to protect the Member's rights. It is the Member's responsibility to notify the Member's Subordinate Lodge and the Executive Committee within seven (7) calendar days of the Incident.

2. As provided in the Bylaws all Critical Incidents covered by the LDF will be reviewed by the Executive Committee. If the committee determines that the Incident was not an appropriate Critical Incident needing an immediate response by an LDF Attorney, the Member's Subordinate Lodge shall be notified of this determination and the reasons therefore. Nevertheless, the LDF shall pay for the Legal Services and Reimbursable Expenses related to the Incident.

E. AUTHORITY OF The Executive Committee

1. The Executive Committee shall be responsible for monitoring billing on all Covered claims and shall have the authority to challenge and deny payment for unreasonable, excessive or unrelated charges.

2. The Executive Committee shall be authorized by a majority vote to approve up to 8 hours in LDF benefits to any LDF member for any matter that may not meet all of the requirements to be a Covered Claim, where the Executive Committee believe in their discretion that the matter represents a matter of general importance to LDF members, that the matter may have a favorable statewide impact on FOP members or is a matter that warrants granting benefits to the Member under the circumstances. If the Executive Committee desires to expend more than 8 hours in benefits, they must obtain permission of the President and the LDF Board of Trustees.

F. SUBROGATION

If the Member recovers any amount beyond the cost of Legal Services, Reimbursable Costs and lost compensation of the Member, then the Member shall reimburse the LDF for fees and costs the LDF expended on behalf of the Member.

ARTICLE 5  
EXCLUSIONS AND LIMITATIONS

A. EXCLUSIONS

The coverage and benefits provided under the LDF shall not apply to the following:

1. *Employment Practices.* Claims for benefits that are available under the Equal Employment Opportunity Act, the Age Discrimination in Employment Act, the Americans With Disabilities Act, the Employee Retirement Income Security Act of 1974, the Fair Labor Standards Act, the Labor-Management Relations Act, the Occupational Safety and Health Act, the Veterans Re-Employment Act, or any other similar law, regulation, or program.
2. *Pension Benefits.* Claims for benefits relating to pension or retirement benefits, including disability retirement benefits, under any federal, state, county, city, city and county, or any other government pension retirement system.
3. *Worker's Compensation.* Claims for benefits that are within the jurisdiction of any Worker's Compensation Act or similar statute or ordinance. This exception to LDF coverage and benefits



does not apply to the situation where a member has been injured and the Department refuses to reinstate the Member or is attempting to terminate the Member based on a Duty Related Incident..

4. *Personnel System Disputes.* Claims with respect to any civil service system, merit system, or personnel eligibility list for appointment or promotion to a position.
5. *Punitive or Other Damages.* Claims to cover any monetary award for damages, including but not limited to, punitive or compensatory damages, awarded against a Member in any action.
6. *Attorneys' Fees.* Claims provided to cover attorneys' fees or costs of an opposing party awarded against a Member in any action.
7. *Minor Discipline.* Claims where the administrative discipline to be imposed upon the Member is a suspension of less than two (2) days or the financial equivalent thereof or lesser discipline such as a verbal or written reprimand.
8. *Breach of Employment Contract.* Claims relating to breach of an employment contract brought against a Member.
9. *Bonds.* Claims relating to the cost of bail bonds, appeal bonds or other bonds.
10. *Offensive Suits.* Claims for offensive suits by a Member.
11. *Domestic Relations.* Claims arising from a domestic relationship involving the Member.

## B. LIMITATIONS

LDF Benefits Are Subject to the Following Limitations:

1. Civil Actions Against the Member and the Member's Employer.
  - a. No benefits shall be provided other than to Monitor in any civil action where the Member's employer or its insurer provides adequate defense of the Member, and fully indemnifies the Member for all general and punitive damages arising out of the Incident.
  - b. In the event the Member's employer agrees to defend the Member but refuses to fully indemnify the Member (including indemnification for punitive damages) or asserts a reservation of rights as to the indemnification of the Member pending the outcome of the action, then the Member shall be entitled to LDF benefits if the following two requirements are met.
    - (1) The Treasurer determines, in accordance with the advice of an LDF Attorney, that there is a likelihood that punitive damages may be awarded against the Member, or there is an apparent conflict of interest in the action, and
    - (2) The LDF is subrogated to the Member's rights against the employer or its insurer.
  - c. In the event that these two requirements are not satisfied, the Treasurer shall authorize the LDF Attorney to only Monitor the case.
  - c. In the event the employer or its insurer refuses to defend a Covered Claim of the Member, then the Member shall be entitled to LDF benefits, and the LDF shall be subrogated to the Member's rights against the employer or its insurer.

2. *Third-Party Recovery.* In any case where the LDF has provided benefits and a Member recovers from a third party any amounts as damages (except for lost compensation of the Member and unpaid Legal Services and Reimbursable Costs), the Member agrees to cooperate with the LDF in obtaining reimbursement for the LDF and to execute any documents related thereto which the Coordinator determines are necessary or desirable. If a Member has a cause of action against any third party for damages, attorneys' fees or costs and does not desire to pursue the action, the Member shall, upon request, assign those rights to the LDF to the extent lawfully permissible and the Member shall assist and fully cooperate with the LDF in any action to collect those amounts.

3. *Misrepresentation by Member.* No benefits shall be provided to a Member who is untruthful to an LDF Attorney, Executive Committee or to the Board of Trustees, and where such untruthfulness occurs, any right of the Member to LDF benefits shall be terminated. If benefits are provided to a Member based upon a Member's misrepresentations to the Executive Committee, the LDF shall terminate benefits to the Member and may, in its discretion, seek reimbursement from the Member for the full amount expended by the LDF on behalf of the Member.

4. *Non-interference.* No provision of the Plan Description shall require the LDF, the LDF Board of Trustees, LDF officers, , LDF employees, LDF agents, LDF Attorneys or any LDF Attorney employee, to perform any act in violation of any State Bar Rule of Professional Conduct, including but not limited to, any rule which prohibits any organization or group from interfering with or controlling the performance of an attorney's duty to his or her client.

5. *Settlement Opportunity or Jeopardy.* Benefits may be terminated in the event that the Executive Committee determine that it is in the best interest of a Member to cease the Member's participation in any particular case, including but not limited to cases where continued proceedings may subject the Member to more severe civil, criminal or administrative sanctions, damages, or attorneys' fees, or where the Member has rejected a reasonable settlement proposal to resolve the action.

6. *Appeal.* No benefits shall be provided to appeal a decision to a court of law unless the Executive Committee determines, upon written request, that there exists a reasonable likelihood of success on the appeal.

7. *Coordination of Benefits.* Benefits shall not be provided by the LDF to the extent similar benefits are furnished to a Member by any other legal defense program or policy which provides group Legal Services to Peace Officers or Public Safety Employees.

8. *Benefits Paid According to Fee Arrangement.* Benefits under the LDF will be provided in accordance with the fee arrangement agreed upon by the LDF and the LDF Attorneys. The LDF shall not be responsible for any fees or charges made by an LDF Attorney or others in excess of such fee arrangement.

## ARTICLE 6 CLAIMS PROCEDURES

### A. MEMBER'S DUTY TO NOTIFY OF CLAIM

1. A Member shall contact an approved plan attorney to initiate authorization for LDF benefits.
2. Such notification shall occur as soon as practical after the Member receives notice of an investigation.
3. An authorized plan attorney shall forward a completed claim form to the executive committee for review.

5. The LDF will not pay for Legal Services or Reimbursable Costs incurred before the Treasurer grants approval of them. The LDF Attorney is not authorized to expend LDF funds prior to receiving authorization from the Treasurer.

6. The one exception to this rule is a Critical Incident where a Member will be considered as being authorized to receive benefits for a period not to exceed 72 hours. The Member, an officer of the Member's Subordinate Lodge, or the LDF Attorney should notify the Executive Committee ~~Coordinator~~ within seven (7) days of a Critical Incident.

#### B. ACCEPTANCE OR DENIAL OF CLAIM BY THE EXECUTIVE COMMITTEE

1. The Treasurer shall consider each claim for LDF benefits and determine whether to grant or deny LDF coverage for the claim.

2. The Treasurer may request that the Member provide copies of any written documentation relating to the Incident or other written materials, in order to evaluate whether the claim is a Covered Claim. A claim may not be considered received by the Treasurer until the Member has provided the requested documentation and has complied with any other reasonable requests of the Executive Committee

3. If the claim is denied, the Member has the right to appeal a denied claim pursuant to the appeal procedures contained herein.

#### C. NON-COOPERATION WITH AN LDF ATTORNEY OR EXECUTIVE COMMITTEE

If a Member unreasonably refuses representation by the LDF Attorney or fails to accept the advice of the Executive Committee or an LDF Attorney, or otherwise engages in conduct which would give the LDF Attorney a basis to withdraw from representation under a State Bar Rule of Professional Conduct, the right of the Member to receive LDF benefits relating to that claim shall be terminated and the LDF shall not be obligated to provide benefits relating to that claim for that Member.

#### D. REVIEW OF THE TREASURER'S

If a situation arises where any Member questions whether LDF benefits were properly granted or denied in a particular matter, they should immediately notify the President. As provided in the Bylaws, the President shall review all requests for LDF benefits to determine whether the LDF benefits were properly granted or denied. If the President disagrees with a decision of the Treasurer regarding the granting or denial of LDF benefits, the President shall first discuss the issue with the Treasurer. If the issue is not resolved between the Treasurer and the President, the President is authorized to make a determination as to whether the LDF benefits were properly granted or denied, and has the authority to reverse the decision of the Treasurer. Any reversal shall be done in writing by the President with the reasons being stated for the reversal. The Executive Committee and the Member shall be notified as quickly as possible regarding the decision of the President. If a previously approved claim is subsequently denied pursuant to the procedures outlined above, all legal fees incurred through the day the Member receives notification of the denial will be paid in full by the LDF.

#### E. APPEAL PROCEDURES

1. If a claim for benefits is wholly or partially denied, the Secretary shall provide written notification of such denial to the Member within twenty (20) calendar days after receipt of the Member's claim for benefits. The notification shall include the following information:

- a. The specific reason(s) for such denial;
- b. Specific reference to the LDF provisions upon which the denial is based; and
- c. An explanation of the LDF's appeal procedure with respect to the denial of benefits.

2. Any Member whose claim has been denied may appeal to the LDF Board of Directors at the next regularly scheduled quarterly meeting, provided that the Member delivers to the LDF Secretary a written request for appeal ten (10) calendar days prior to the next regularly scheduled meeting of the Board of Directors. The written request shall include a statement explaining why the Member believes the denial is inapplicable or incorrect. The Member may request to examine any documents pertinent to the denial and may submit written arguments to the Board of Directors.

3. The Board of Directors shall conduct a hearing at the quarterly meeting. The Member shall be entitled to present his or her position and any evidence in support of that position at the hearing. The Member may be represented at the hearing by an attorney or any other representative at the Member's expense.

## F. ARBITRATION

In the event of any dispute under this Agreement, the parties agree to submit the matter to binding arbitration in accordance with the rules of the Uniform Arbitration Act of 1975, Section 13-22-201 et. seq., C.R.S. 1973, as amended. Each party may be represented by legal counsel. The decision of the arbitrator(s) shall be final and conclusive and the right to appeal is hereby waived. All parties agree to pay their own fees and costs should the parties submit the matter to arbitration regardless of who is deemed the "prevailing" party.

## I. MISCELLANEOUS

Neither the establishment of the Plan nor services rendered in furtherance thereof shall be construed as giving any member or any other person, whether natural or otherwise, any claim or cause of action against the FOP or its officers, directors, employees or agents. All benefits and the associated coverage and exclusions are governed solely by the Plan.

The Plan shall be governed by and construed in accordance with Colorado Law. The Plan will not require any attorney to perform any act in violation of applicable law or any Colorado Rule of Professional Conduct. Once a member engages a law firm under the Plan, such engagement shall be subject to the terms and conditions of the engagement agreement. All attorneys and other providers of services to the members under the Plan are independent contractors and not agents or employees of the FOP. The FOP makes no representation or warranty, either express or implied, with respect to the skill or expertise of any attorney or other provider of service. Each firm will use its best efforts in representing each member. However, the law firm or firms cannot make any representations concerning the successful or favorable outcome to, or conclusion of, a member's claim, or of any legal representation or action, that may be pursued. Each member further acknowledges that a firm's expressions relative to a member's possible success are preliminary opinions based on the firm's then current actual knowledge of the matter.

A member may not assign, whether in whole or in part, under any circumstance whatsoever, any of its rights in, to or under the Plan to any person, whether natural or otherwise.

The FOP, in its sole discretion, has the right, power and authority to terminate the Plan or modify coverage, benefits, exclusions, membership fees or other material terms thereof. At least ten (10) calendar days prior to any such action, the FOP shall deliver written notice to the members specifying, when applicable, the nature and type of any such termination, modification or other change and the effective date of such.

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

#### G. COMPLAINT PROCEDURE

1 It is the policy of the LDF to encourage and solicit comments from Members regarding the administration of the LDF. Any Member who is dissatisfied with any aspect of the administration of the LDF is requested to follow the following complaint procedure.

a. Complaints should be set forth in writing and directed to the President of the LDF, with copies to any persons who may be the subject of the complaint.

b. Within fourteen (14) calendar days after receipt of the complaint, the President or his designee shall contact the complainant and ascertain if the complainant wishes to conduct a hearing on the matter before the Board of Trustees. If so, a hearing will be scheduled at the next regular Board of Trustees meeting. If immediate action is appropriate, the parties may participate in a conference telephone call to address the complaint.

c. At the hearing, all interested parties will be entitled to appear.

#### ARTICLE 7 Reserved

#### ARTICLE 8 MISCELLANEOUS

##### A. LIMITATIONS OF RIGHTS

Neither the establishment of the LDF, the creation of any LDF fund or account, the payment of any benefits, nor the denial of any claim for benefits shall be construed as giving any Member or any other person, any legal or equitable right of action or recourse against the Colorado State Lodge (Fraternal Order of Police), its officers, agents or attorneys, the LDF, its officers, Members, employees, agents or attorneys. All benefits, coverages, terms and conditions are governed by this Plan Description.

##### B. APPLICABLE LAWS AND REGULATIONS

The LDF is covered by Colorado law except where ERISA or other applicable federal law prevails over state law.

##### C. INTERPRETATION

Interpretation of the provisions of the Plan, including but not limited to benefits and coverage, is vested exclusively in the LDF Board of Trustees in its absolute discretion. The interpretations, determinations and decisions of the Board of Trustees shall be final, conclusive and binding upon the Member and all persons having an interest in the LDF.

##### D. CONFIDENTIALITY

It is agreed and understood that each Member who applies for benefits under the LDF is entitled to the same rights and consideration, including the right of confidentiality, to which a client of an attorney is entitled, and ~~neither~~ the Executive Officers of the LDF shall be required to, nor will they, reveal to any other persons, any matters revealed to them in confidence by such Member in the course of their application for benefits or representation.

E. INDEPENDENT CONTRACTORS

All LDF Attorneys and other providers of service to the LDF or its Members are independent contractors and not agents or employees of the LDF. The LDF makes no recommendation or warranty, either express or implied, with respect to the skill or expertise of any LDF Attorney or other provider of service.

F. POLICY TERRITORY

Membership in the LDF applies to Incidents which are reported during Membership in the LDF, provided the action is brought within the United States, its possessions or Canada.

G. RELATION OF PARTIES

The LDF shall have access to any and all information related to a Covered Claim through the Member that is not privileged. Any Executive Committee Member may request information about the Claim from the Member. This information will be viewed only by the Executive Committee. If a Member refuses to provide information, the Executive Committee may suspend benefits from the LDF. If the Executive Committee decides it is necessary to suspend benefits, the LDF Attorney, the Member and the Subordinate Lodge shall be notified in writing.

H. NON-ASSIGNMENT OF BENEFITS

The interest of any Member in the LDF and its benefits is not assignable.

I. AMENDMENTS

Any LDF rules and regulations, including this Plan Description, coverage, benefits and membership fees may be modified or amended or terminated by the LDF Board of Trustees in its sole discretion. Any proposed change must be submitted to the LDF Secretary not less than thirty (30) calendar days before a meeting of the LDF Board of Trustees. The LDF Secretary shall mail or personally deliver notice of the proposed change or amendment to each Trustee not less than twenty (20) calendar days before a meeting of the LDF Board of Trustees. All changes or amendments shall become effective as provided by the LDF Board of Trustees.

J. USE OF ASSETS UPON TERMINATION

The LDF Board of Trustees has the authority to terminate the Plan. In the event of termination of the Plan, any and all monies and assets remaining in the Colorado F.O.P. Legal Defense Fund, after payment of expenses, shall be used for the continuance of the benefits provided by the then existing Benefit Plan until such money and assets have been exhausted.

K. SEVERABILITY

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

L. CONTACT INFORMATION

LDF Officer contact information is attached hereto as exhibit A and is updated regularly to be made available to the members via the Colorado State Lodge (Fraternal Order of Police) website located at [www.coloradofop.org](http://www.coloradofop.org) .

Adopted November 8, 2014  
Effective January 1, 2015

EXHIBIT A  
TO  
PLAN DESCRIPTION  
LEGAL DEFENSE FUND  
ADDRESSES AND PHONE NUMBERS

New Cases: Contact an LDF Plan approved Attorney

President  
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