



**FLORIDA STATE LODGE
FRATERNAL ORDER OF POLICE, INC.**



**LEGAL DEFENSE BENEFIT
Terms and Conditions Manual**

Adopted June 23, 1995 (Revised September 2002, February 2011 and October 2016)

To All Participants in the Legal Defense Benefit

A. ESTABLISHMENT OF LEGAL DEFENSE

This by-law is established for the benefit of active members of the Florida State Lodge of the Fraternal Order of Police, Inc. ("FSL FOP") who, because of their activities as law enforcement officers find themselves in need of legal counsel. The Legal Defense Program is not a "prepaid legal defense plan", and is not established as nor intended to be a "welfare benefit plan" for purposes of the Employee Retirement Income and Security Act of 1974 ("ERISA"). Members of the FSL FOP are eligible for Legal Defense solely by virtue of membership in the organization. Legal Defense costs are funded solely by membership dues and other donations. No separate premiums are paid by members of the program.

B. AUTHORITY OF LABOR COUNCIL COMMITTEE

The sole and exclusive administration of, and the responsibility for, the proper effective operation of and for carrying out the provisions of this by-law is vested in the FSL FOP Labor Council Committee ("Committee"). The Committee shall have the authority to make such uniform rules and regulations and to take such actions as may be necessary to carry out the provisions of the Program. All decisions of the Committee shall be final, binding and conclusive.

C. ISSUES FOR WHICH LEGAL DEFENSE MAY BE GRANTED

Legal Defense may be available, consistent with the terms of this by-law, for the following matters:

Defense of Criminal Matters

Defense of criminal matters for duty related incidents.

Defense of Civil Lawsuits

Defense of civil lawsuits arising from duty related incidents, when the employer does not tender a defense under Florida Statutes 111.07. The maximum allowable expenditure by the Program shall be \$20,000.00 per incident, inclusive of attorney's fees and costs, unless otherwise approved by the Executive Committee.

Defense of Administrative Actions

Defense of any duty related proceedings initiated by a member's employer that could result in disciplinary action or revocation of law enforcement certification. All costs exceeding \$500.00 require approval of the Committee Chairperson prior to representation being provided.

Duty Related Traffic Charge

The Program may cover members who receive a duty related traffic summons in a departmental vehicle. Coverage will be limited to a maximum amount of \$500.00.

Exigent Circumstance Critical Incidents

The Program will provide representation in reference to incidents that are determined by the Committee to be “critical incidents”. The member shall in good faith make the initial determination as to whether representation is needed immediately at the time of the incident. Member shall have the option of selecting his/her own attorney only when a Program attorney is not available to provide representation. Within 48 hours of the incident, the member shall notify his/her local lodge and/or FSL FOP Committee of the incident. If notification is made to the local lodge, the lodge shall promptly forward a synopsis of the incident to the Committee for review. If the Committee determines that the incident did not warrant representation, member shall be notified that fees and/or coverage will not be provided. If representation is not available for a Program attorney, the Program will cover the expenses of the attorney selected by the member. Member’s non-program attorney will not be paid with Program funds beyond 48 hours from the incident unless authorized by the Committee Chairperson.

Legal Representation Involving Affirmative Relief in Job Related Matters

The Committee is authorized to provide representation to members in other duty related matters where it is determined that the case will have a statewide impact on FOP members due to the legal issues presented.

D. ISSUES FOR WHICH LEGAL DEFENSE IS NOT AVAILABLE

Employment Practices

No benefits shall be provided under the Program for any action arising out of any violation of, or covered by provisions of the Equal Employment Opportunity Act, 42 U.S.C. Section 2000(3) et seq., the Age Discrimination in Employment Act, 29 U.S.C. Section 62.1 et seq., the Americans with Disabilities Act, 42 U.S.C. Section 12101 et seq., the Employee Retirement Income Security Act of 1974, 29 U.S.C. Section 1001 et seq., the Veterans Reemployment Act, 18 U.S.C. Section 2021, et seq., any federal or state whistleblower’s statute, or any law, statute, ordinance, regulation, or rule of similar type or description enacted by the federal government or any state or political subdivision thereof, including but not limited to counties and cities.

No benefits shall be provided for individual claims for pension or retirement benefits under the Program, to obtain, protect, preserve, or set aside pension or retirement benefits, including disability retirement benefits, under any federal, state, county, city, or city and county pension retirement systems.

Workers’ Compensation

No benefits shall be provided under the Program for any action within the jurisdiction of the Worker’s Compensation Act in this or any other state, county or city.

Punitive or other Damages

No benefits shall be provided under the Program to cover any monetary award for damages, including but not limited to punitive or compensatory damages, whether by judgement, settlement or otherwise against a Member in any action.

Attorney's Fees

No benefits shall be provided under the Program to cover the attorney's fees or costs of an opposing parties awarded against a Member in any action.

Breach of Employment Contract

No benefits shall be provided under the Program relating to the proceedings brought against a Member for a breach of a Member's individual agreement with his/her employer to remain employed without prior approval of said individual agreement from the Committee.

Medical

No benefits shall be provided under the Program related to proceedings invoking the medical condition of the Member.

Bonds

No benefits shall be provided under the Program related to the costs of bail bonds, appeal bonds or other bonds.

Third Party Recovery

In the event a Member recovers from any third party, any amounts as damages (other than lost compensation), attorney's fees, or costs in a case in which benefits were provided, the FSL FOP shall be entitled to reimbursement from such Member to the full extent of the expenditures made by the Program on behalf of said Member.

Member agrees to cooperate with the Committee in obtaining reimbursement, and upon request, to execute any and all necessary documents. If a member has a cause of action against any third party for damages, attorney's fees, or costs and does not wish to pursue the action, he/she will, upon request, assign those rights to the FSL FOP to the extent lawfully permissible and assist the FSL FOP in its prosecution of such action.

NON-COOPERATION OR MISREPRESENTATION BY MEMBER

No benefits shall be provided to a Member who is untruthful to his/her Program Attorney or to the Committee. In such a case the right of the Member to a Program Attorney hereunder may be terminated or suspended. Furthermore, if legal defense is provided to a Member based upon misrepresentations by the Member to the Committee or Program Attorney, the FSL FOP shall be entitled to terminate or suspend further defense hereunder and to obtain reimbursement from the Member for the full amount extended for legal services and costs on behalf of the Member.

SETTLEMENT PROPOSALS

Legal defense may be terminated in the event the Committee, the Committee Chairperson, the FSL FOP President or the FSL FOP Executive Board determines that it is in the best interest of a Member to cease his/her 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 attorney's fees, or where the Member has rejected a reasonable settlement proposal to resolve his/her case.

**The Florida State Lodge Fraternal Order of Police, Inc.
Labor Council Committee – Legal Defense Benefit Summary
Description**

A. NAME OF THE L.D.B.

Florida State Lodge Fraternal Order of Police, Inc.
Labor Council Legal Defense Benefit

B. NAME, ADDRESS AND TELEPHONE NUMBER OF SPONSORING ORGANIZATION

Florida State Lodge Fraternal Order of Police, Inc.
242 Office Plaza, Tallahassee, FL 32301
1-888-485-0351
Office Fax: 1-800-873-3670

C. IDENTIFICATION NUMBER

The IRS EIN number is 59-3275358

D. TYPE OF BENEFIT

Group Legal Defense Benefit

E. TYPE OF ADMINISTRATION

Ibis L.D.B. is Administered by the Chairperson of the Labor Council Committee and overseen by the Labor Council Committee ("Committee") of the Florida State Lodge Fraternal Order of Police, Inc. ("FSL FOP").

F. NAME, ADDRESS AND PHONE NUMBER OF FRATERNAL ORDER OF POLICE LABOR COUNCIL COMMITTEE

Florida State Lodge Fraternal Order of Police, Inc.
242 Office Plaza
Tallahassee, FL 32301
Office Phone: 1-888-485-0351

G. DESIGNATED AGENT

The President of the FSL FOP is designated as Designated Agent for the purpose of accepting service of legal process on behalf of the Legal Defense Benefit.

H. PARTICIPATION, ELIGIBILITY AND BENEFITS

1. Any active Florida Law Enforcement Officer as defined in Section 943.10, Florida Statutes; any active Federal Law Enforcement Officer whose base office is located within the State of Florida;

and any other active law enforcement officer as defined in this booklet; shall be entitled to participation and benefits under the L.D.B upon the payment of dues, as set forth in Article 2 of the L.D.B Terms and Conditions Manual, provided that each such law enforcement officer is a member of a Fraternal Order of Police Lodge which is in good standing and a participant of the L.D.B.

2. Reserve and Part Time Law Enforcement Officers (as defined by the Criminal Justice Standards and Training Commission, Chapter 943. Florida Statutes) shall be entitled to participation and benefits under the L.D.B. upon the payment of dues as set forth in Article 2 of the L.D.B. Terms and Conditions Manual, provided that each such Reserve and Part Time Law Enforcement Officer is a member of a regular Lodge or an Associate Lodge of the Fraternal Order of Police and who's Lodge makes dues payments to the L.D.B.
3. Public Safety Employees that are not law enforcement officers and are employed by a law enforcement agency shall be entitled to participation and benefits under the L.D.B. upon payments of dues as set forth in Article 2 of the L.D.B. Terms and Conditions Manual, provided that such Public Safety Employees are members of an Associate Lodge of the Fraternal Order of Police and whose Lodge makes dues payments to the L.D.B.

I. CIRCUMSTANCES WHICH MAY RESULT IN INELIGIBILITY OR DENIAL OF BENEFITS

A Participant who is eligible for benefits under the L.D.B. may become ineligible and be denied coverage for events occurring, claims made, or legal services performed if any of the following occurs:

1. Loss of membership in the L.D.B. in the Participant's Member Lodge, or in the Fraternal Order of Police.
2. Voluntary resignation of the Participant as a Law Enforcement Officer and a three-year time period has passed. The Participant must remain a paid member of the L.D.B. during the three (3) years.
3. Loss of membership in the Fraternal Order of Police or in the L.D.B. by the Participant's Lodge.
4. Non-payment of dues by the Participant through the Member Lodge.
5. Failure by the Participant to file a claim for benefits or to appeal within the time periods set forth in the L.D.B.
6. Amendment or Termination of the L.D.B.

J. SOURCE OF DUES

The L.D.B. is financed by dues paid by individual Participants through their local participating Fraternal Order of Police Lodges as set forth in this manual; the earnings on said dues as required by the L.D.B. and other funds as directed to the L.D.B. by the Florida State Lodge Fraternal Order of Police, Inc. and its member Lodges.

K. ENTITIES USED FOR ACCUMULATION OF ASSETS AND PAYMENTS OF BENEFITS

The member dues are received and held by the Committee pending the payment of benefits and administrative expenses by the Chair or the FSL FOP President. Benefits and fees are paid directly from the Committee's account.

L. LEGAL DEFENSE BENEFIT FISCAL YEAR

The L.D.B. fiscal year runs from October 1st through Sept. 30th of each year.

M. USE OF ASSETS UPON TERMINATION

The L.D.B may be terminated upon a two thirds (2/3) vote of the Committee's Participating Membership present at the annual meeting of the Committee. Notice of any motion to terminate the L.D.B must be provided by mail to the Participating Membership at least ninety (90) days prior to the annual meeting.

In the event of the termination of the L.D.B, any and all monies and assets remaining in the L.D.B. after payment of expenses shall be used for the continuance of the benefits provided by the then existing Benefit By-Law until such monies and assets have been exhausted.

N. PROCEDURES TO BE FOLLOWED IN PRESENTING CLAIMS FOR BENEFITS

To present a claim for benefits under the L.D.B, it is necessary to obtain a case number from the Committee Chairperson or a Staff Representative in person, by writing or by telephone as shown on the front cover or notify:

FSL FOP
242 Office Plaza
Tallahassee, FL 32301
Office Phone: 1-888-485-0351

No expense incurred or funds expended prior to or without authorization will be paid by the L.D.B, except in the case of a Critical Incident Claim as defined in Article 3, Section F of this manual. Any legal expense incurred prior to or without authorization are the personal responsibility of the individual obtaining the legal service.

O. REMEDIES AVAILABLE FOR REDRESS OF CLAIMS WHICH ARE DENIED

In the event a Claim for Benefits is denied, an L.D.B representative will furnish written notification to the Participant. (A Claim shall not be considered to have been received by the L.D.B, until all material requested by the L.D.B is received). The Participant may appeal to the Executive Board of the Committee as a whole for a hearing in the matter, provided that he/she makes the request in writing within thirty (30) calendar days after receiving written notice of the denial. The Participant may, submit to the Committee, a position statement. For more details, see Article 5, Section F of the L.D.B. The Committee shall conduct a hearing no later than sixty (60) calendar days after the receipt of the Participant's written request for review, at which hearing the Participant shall be

entitled to present his/her position and any evidence in support thereof. The Executive Board of the Committee shall issue a written decision within ten (10) days after the hearing on the Participant's appeal, affirming, modifying, or setting aside the previous decision.

P. DUES TO THE LEGAL DEFENSE BENEFIT

Dues are set each year by the L.D.B Participating Members at the Committee's annual meeting.

ARTICLE 1
DEFINITIONS

The definitions listed here, apply to all of the L.D.B. terms and conditions unless otherwise noted in the text.

1. **“Administrative”**: relating to the specific department or agency which employs a Participant.
2. **“Benefit By-Law of L.D.B.”**: The Legal Defense Benefit as described in this booklet.
3. **“Calendar Quarters”**: The three-month period beginning on the first day of January, April, July or October of each year.
4. **“Claim”**: A request by a Participant for representation arising out of a duty related incident or event to which the L.D.B applies as defined and provided in this booklet.
5. **“Committee”**: The Labor Council Committee of the Florida State Lodge Fraternal Order of Police, Inc.
6. **“Concerted Labor Activity”**: An F.O.P Lodge sanctioned activity that results in administrative discipline. Sanctioned activity is one that the Participant’s F.O.P Lodge has voted to support and directed Lodge members to initiate.
7. **“Critical Incidents”**: Any actual or alleged duty related act or omission for which a Participant may be criminally or administratively charged and for which the Participant has received less than twenty-four (24) hours’ notice of any interview, interrogation, questioning or court hearing (including questioning, for the use or alleged use of deadly force in a duty related incident). In order to qualify as a Critical Incident, the Participant must not be able to reschedule the interview, interrogation, questioning or hearing for a later date in order to allow the Participant to notify the Committee Chair or a Staff Representative of the Committee.
8. **“Duty Related”**: An act or omission of a Participant committed or omitted in furtherance of his/her duties as an employee of a law enforcement agency or as a law enforcement officer and arising within the course and scope of the employment of the Participant while performing his/her duties as an employee, while serving in a law enforcement capacity, or while serving as a law enforcement officer, including the protecting of persons or property from illegal acts while the Participant is technically off duty.

Any question whether an act is duty-related will be considered by the Executive Board of the Committee. The decision by the FSL FOP Labor Council Executive Board Committee shall be final.

9. **"Eligibility"**: Claimant must be an active Participant at the time of filing the Claim and at the time the incident which is the subject of the claim occurred. Claimant must also maintain paid status with the L.D.B. during any active case.
10. **"Employment"**: Employment as a law enforcement employee as defined herein.
11. **"Event"**: Act or omission of a Participant which gives rise to civil, criminal or administrative action; "event" does not refer to civil, criminal or administrative action initiated by employer.
12. **"Executive Board"**: Seven member body (four appointed, three elected) that administers the L.D.B among other things, and is commonly referred to as the Labor Council Committee.
13. **"FSL FOP"**: Florida State Lodge Fraternal Order of Police, Inc.
14. **"FSL FOP Executive Board"**: The elected officers of the Florida State Lodge Fraternal Order of Police, Inc.
15. **"Incidents"**: An actual or alleged duty related act or omission covered by the L.D.B, committed by a Participant and reported to the L.D.B.
16. **"Law Enforcement Officer"**: (1) any active law enforcement officer, (2) any reserve or part time law enforcement officer who has completed basic training, (3) any other active law enforcement officer as defined in this manual, provided that each such law enforcement officer is a member of an FOP Lodge or is someone in whose name an FOP Lodge makes dues payments to the Legal Defense Benefit. In Florida, to determine issues of law enforcement officer status or basic training, reference shall be made to applicable Florida Statutes; for other jurisdictions, reference shall be made to comparable Statutes, or, in the absence of such Statutes, to Florida Statutes by analogy.
17. **"L.D.B" or "Legal Defense Benefit"**: The Legal Defense Benefit administered by the Committee, providing legal services to participants.
18. **"Member Lodge" or "Lodges"**: Any active Lodge of the Fraternal Order of Police as defined in the FSL FOP by-laws and constitution, which participates in the Legal Defense Benefit.
19. **"Member"**: An active member in good standing with a Local Lodge. The Florida State Lodge and the Legal Defense Benefit or a public safety employee in whose name a Local Lodge makes dues payments to the L.D.B.

20. **"Monitor"**: Action by the Committee or its designee to observe the progress of a civil case against a Participant in which defense has been tendered by the Participant's employer under Article 4, Section B (1), to determine whether the appointment of a Benefit Attorney as individual counsel for the Participant is necessary. Monitoring may include but shall not be limited to receipt and review of pleadings, discovery documents and status reports from employee's legal counsel, and discussion with the employee's legal counsel when necessary.
21. **"Benefit Attorney" or "L.D.B Attorney"**: An Attorney or Law Firm selected by the Committee and under contract with the Committee to provide legal services under the L.D.B.
22. **"Participant"**: Anyone who qualifies for benefits under this L.D.B pursuant to Article 1 hereof.
23. **"Participating Membership"**: The entire body of dues-paying members of the Labor Council Committee of the FSL FOP.
24. **"Pay Back Agreement"**: An agreement between the Committee and the member receiving benefits that must be signed by the member prior to receipt of the benefits that provides for the Committee to recoup any costs or fees if the member receives any monetary compensation.
25. **"Public Safety Employee"**: Any person, not a law enforcement officer, who is employed by a law-enforcement agency and in whose name a Member Lodge makes contributions to the Legal Defense Benefit.
26. **"Private Attorney"**: An Attorney not under contract with the Committee to provide legal services under the L.D.B retained outside the L.D.B, and not paid by L.D.B for legal representation.
27. **"Staff Representative"**: Full-time employees of the FSL FOP, Inc. employed for the purpose of representing participants under the L.D.B.

ARTICLE 2
ENTITLEMENT TO BENEFITS

CONTRIBUTIONS (DUES)

The L.D.B provides legal services as prescribed in this manual to its Participants. The subscription amounts are determined by a vote of the L.D.B Participants at an annual meeting. All L.D.B dues are due by the 15th of each month. Late payments will result in Participants not being covered for benefits until payment is received. Payments must be made through the Participants' local lodges to the Committee.

INITIAL ENTITLEMENT TO BENEFITS

1. A LAW ENFORCEMENT OFFICER OR PUBLIC SAFETY EMPLOYEE WHO IS AN L.D.B MEMBER SHALL BECOME A PARTICIPANT ENTITLED TO BENEFITS AS SET FORTH IN ARTICLE 3 HEREOF FOR ACTS OR OMISSIONS OF THE PARTICIPANT UPON SATISFACTION OF THE FOLLOWING:

- A. The FOP Member Lodge has made proper application pursuant to Section 2 of this Article to the Committee, and;
- B. All dues have been paid and a list of Participants which includes names, addresses, telephone numbers, social security numbers, dates of birth, and agencies of employment has been provided to the Committee's administrative office. Dues are paid by the FOP Member Lodge pursuant to Section 3 of this Article to the Committee, and;
- C. Before benefits are paid under the LD.P., the person on whose behalf the benefits are to be paid must be an active dues-paying Participant at the time of the Claim and must have been an active dues-paying Participant at the time of the event or Incident upon which the Claim is based or for which benefits are sought.

2. METHOD OF APPLICATION

- A. Application for participation in the L.D.B. shall be submitted by the FOP Member Lodge to the Committee on forms provided by the Committee. A Law Enforcement Officer of Public Safety Employee can make an application to the Committee only through an FOP Member Lodge.
- B. There shall be attached to each application, a list of Participants identifying each and every Law Enforcement Officer or Public Safety Employee upon whose behalf application is made.
- C. The dues required in order to be entitled to benefits under the Benefit are determined by the Membership of L.D.B.

3. MONTHLY DUES PAYMENTS

- A. Each Member Lodge shall make monthly dues payments for each Participant based on a monthly rate as set from time to time by the membership of the L.D.B at the Committee's annual meeting. Each Member Lodge should contact the Committee Chairman or a Staff Representative for details on the current dues schedule for the L.D.B.

4. TIME OF MONTHLY DUES PAYMENTS

- A. Payment of dues as set forth in Section 3 of this Article shall be made in full on a monthly basis by each Member Lodge to the Committee on or before the fifteenth (15th) day of each month. Member Lodge or Participant benefits will commence on the 1st day of the month following receipt of proper application and dues payment. Termination of participation in the L.D.B in mid-month shall not result in refund of dues for that month. No refunds of dues will be made by the L.D.B.

5. METHOD OF PAYMENT

- A. Payment shall be deemed to have been made as of the date of postmark on the envelope containing the payment, provided it has been properly addressed to the Committee, as outlined in the L.D.B Summary Description. The foregoing shall not apply; however, where payment is made by a check which is not honored at the bank upon which it was drawn.

6. EFFECT OF DELINQUENCY

- A. If dues payments are not made as required in this Section, benefits under the L.D.B for the Participants of the delinquent Member Lodge shall cease on the first day of the month following the payment due date described in Section 5 of this Article. Neither the delinquent Member Lodge nor any of its Participants shall thereafter be entitled to the benefits of the L.D.B for any period during which the delinquent Lodge is in default of payment. The L.D.B shall notify each Participant in writing by letter to their addresses on record of a Member Lodge of their delinquency. The interest rate for late payments shall be five percent (5%) per month.
- B. If the delinquency continues for more than sixty (60) days, the Committee Chairperson shall send to the Member Lodge, by certified mail, and all Participants of the Member Lodge by regular mail, notice that abandonment is not in the benefit and that they have an opportunity to correct the delinquency, including interest, within thirty (30) days.
- C. After ninety (90) days delinquency, the Committee Chairperson shall notify the Member Lodge by certified mail and all Participants from the Member Lodge by regular mail that the Member is no longer a Participant in the L.D.B and re-application must be made.
- D. Any Member Lodge may withdraw from the L.D.B by submitting a written resignation to the Committee Chairperson by certified mail. The Member Lodge must continue payment of dues for any Participant(s) being provided benefits. Any Member Lodge that fails to

continue a Participant (s) dues shall be responsible for any expense incurred by the L.D.B and the Committee Chairperson shall notify the Participant(s) by certified mail that benefits have ceased due to Member Lodge abandonment or resignation.

- E. Any Member Lodge that has abandoned or resigned from the L.D.B may make re-application to the L.D.B in the same manner as new members with the provision that the application shall be accompanied by payment of all delinquent dues and interest from the date of abandonment or resignation. The Committee shall have the right to accept or reject the application.

7. TERMINATION OF BENEFITS

The benefits for a Participant shall automatically terminate:

- a.) When his/her participation (i.e., through non-payment of dues or here-under) in the L.D.B terminates, or
- b.) When his/her membership in the FOP terminates, or
- c.) When membership in his/her Member Lodge terminates, or
- d.) Subject to Section 9 of this Article, when employment of the Participant terminates, or
- e.) When the Participant voluntarily resigns as a Law Enforcement Officer or Public Safety Employee, and a three-year time period has passed. The Participant must remain a paid member of L.D.B during three (3) years, or
- f.) When participation of the Member Lodge in the L.D.B terminates, whether voluntarily or by failure to pay L.D.B dues or Benefit dues, or
- g.) When the Participant fails to sign a Pay Back Agreement. In the event the Committee assigns a Benefit Attorney to a Participant for case representation and the Participant either rejects/refuses representation by that Benefit Attorney and/or elects to retain a Private Attorney, the member automatically waives L.D.B benefits including the right legal representation by a Benefit Attorney for that assigned case and the Committee and FSL FOP shall have no obligation to provide any legal representation/assistance for that case, including but not limited to payment of any legal fees or cost and/or financial assistance of any kind associated with the case.
- h.) In the event a Participant chooses and/or retains a Private Attorney or other representative, without notification to the Committee, the member automatically waives his/her right to representation provided under the L.D.B for that case and any other cases arising out of or emanating from the facts which gave rise to the initial case and the Committee and FSL FOP

shall have no obligation to provide any representation/assistance, legal or otherwise, for that case, including but not limited to payment of any legal fees and/or costs and/or financial assistance of any kind associated with the case.

8. EXTENDED COVERAGE

Notwithstanding subsections (a) through (h), a Participant shall be entitled to the applicable benefits of subsections (1), (2) and (3) of this section, provided in all cases that the Participant would otherwise be entitled to benefits.

A. Involuntarily Terminated Participants

1. A Participant whose employment is involuntarily terminated shall be entitled to benefits for actions arising from the events involving the involuntary termination of employment.
2. Provision of benefits for one type of action i.e. administrative, shall not automatically entitle the Participant to benefits for another type of action, i.e. criminal prosecution.
3. If coverage has been granted under subsection (A) above and a second or subsequent action involving the Participant is commenced after termination of employment, the Participant shall be entitled to benefits for the second or subsequent action only if (1) the new action arises from the events giving rise to the involuntary termination, and (2) the Participant notifies the Committee Chairperson of the second or subsequent action within sixty (60) days after termination of employment.

B. Involuntarily Terminated With Prior Cases Pending

A Participant who is being or has been involuntarily terminated shall be entitled to benefits for (1) actions for which coverage was granted prior to termination of employment, and (2) actions involving events which preceded and are unrelated to the events invoking the termination of employment, provided that the Participant notifies the Committee in writing of the action within sixty (60) days of termination and remains a paid Participant in L.D.B during the case.

9. TRANSFERRED PARTICIPANTS

A Participant who transfers from one FOP Lodge to another within a reasonable period not to exceed sixty (60) days, and who immediately becomes and remains an L.D.B Participant, at the second agency, shall be entitled to benefits in accordance with the L.D.B in effect at the initial agency for any event occurring while the Participant was employed as a Law Enforcement Officer or Public Safety Employee at the initial agency.

10. RETIRED PARTICIPANTS

A former Participant shall be entitled to benefits in accordance with the L.D.B for any act or omission occurring while he/she was a Participant, if, subsequent to the act or omission, he/she retires pursuant to the retirement rules of his/her jurisdiction and remains a paying Participant in the L.D.B.

**ARTICLE 3
BENEFITS**

A. DEFENSE OF CRIMINAL MATTERS

Defense of criminal matters shall be unlimited for Duty Related Incidents

B. DEFENSE OF CIVIL LAWSUITS

1. The Committee will monitor all civil cases where the employer of the Participant is providing a defense for a Participating Member. The thrust of the defense of the L.D.B Participant shall be to have their name as a party removed from the case.
2. The L.D.B. shall cover Duty Related Incidents up to a maximum aggregate expenditure of \$15,000 damages or attorney fees per incident, inclusive of attorney's fees and any and all expenditures in the case, unless otherwise approved by the Executive Committee.
3. The L.D.B. will not be responsible for any attorney's fees, other fees and for costs over the limit.
4. In the event expenditures for the incident exceed \$15,000.00, the Executive Committee, upon written request of the Participant, may review the Incident for payments in excess of the \$15,000.

C. DEFENSE OF ADMINISTRATIVE ACTIONS

The L.D.B. provides for representation, defense and/or legal representation for any Administrative proceedings initiated by a Participant's employer that arises out of a Duty Related Incident and could result in disciplinary action to a Participant or revocation of a Participant's law-enforcement certification. The L.D.B. will pay costs necessary to the administrative representation. However, all costs exceeding \$500.00 require approval of the Committee Chairperson prior to the cost being incurred or funds having been expended.

D. DUTY RELATED TRAFFIC CHARGES

The L.D.B. may cover any L.D.B. Participant who receives a duty-related traffic summons in a department vehicle. This coverage will be limited to a maximum amount \$500.00.

E. EXIGENT CIRCUMSTANCES CRITICAL INCIDENTS

It is the purpose of the L.D.B. to cover Critical Incidents by providing for legal services for Participants. It will be the Participant who shall determine if an incident is a "Critical Incident" and whether he/she needs representation. All Critical Incidents that are covered by the L.D.B. will be reviewed by the Executive Board of the Committee. It will be the Participant's responsibility to notify his/her local lodge representative or other lodge officer so he/she may forward to the Committee Chairperson, a synopsis of the Incident and to document the need for a Benefit Attorney within forty-eight (48) hours of the Incident. In the event none of the aforementioned exists, it will be the Participant's responsibility to notify the Committee Chairperson within forty-eight (48) hours of the Incident. If the Committee Chairperson determines that the Incident was not a Critical Incident needing immediate response by a

Benefit Attorney, the Lodge of the Participant making the request shall be notified of the reasons why it was not an appropriate request. If no Benefit Attorney is available, the L.D.B. shall pay the expenses of the Participant's choice Attorney, with the costs coming out of the appropriate category of coverage (administrative, criminal, and civil) as determined by the Committee Chairperson and the Executive Board of the Committee. Critical Incidents shall last a maximum of forty-eight (48) hours. Participant's choice Attorney will not be paid with L.D.B funds beyond 48 hours from the Critical Incident unless no Benefit Attorney is available and the Committee Chairperson has authorized such payment.

F. LEGAL REPRESENTATION INVOLVING AFFIRMATIVE RELIEF

1. Subject to subsection 2 hereof, a Participant shall be entitled to legal services in the filing of an action arising from any act or omission within the scope of a Participant's employment and seeking legal or equitable affirmative relief in any court or tribunal of appropriate jurisdiction.
2. Benefits shall not be provided under this Section unless the Committee determines, considering all material factual circumstances and legal issues, that there exists a reasonable likelihood of one of the following:
 - a.) A favorable statewide impact on FOP members employed in the same State as the Participant due to the legal issues presented, or
 - b.) An award and recovery of damages, attorney fees, and the costs from the proposed defendants.

G. CASE OF GENERAL IMPORTANCE

The Committee may in its sole discretion, authorize that legal service benefits be provided for matters of general importance and significance to Participants in any court or tribunal of appropriate jurisdiction in determining whether to authorize benefits under this section, the Committee shall consider the factors set forth in Section B (2) of this Article.

H. QUESTIONABLE CASES

Any question that arises as to whether a case will be covered will be resolved by the Committee Chairperson. Appeals will be to the Executive Board of the Committee as a whole.

I. SUBROGATION

1. Prior to the benefits being provided under the L.D.B., the participant shall sign a Pay Back Agreement should any fees be recouped.
2. Where appropriate in any litigation, the costs of such suit shall be sought as a part of the suit. All fees and costs expended from this Benefit shall be paid from any award received by the Participant. No Participant will be liable to the Committee if they do not receive an award or judgement.

J. ACTION AGAINST THE LEGAL DEFENSE PROGRAM

No civil action or claim shall be filed against the Committee or the FSL FOP for benefits or failure to provide benefits under the L.D.B. in any court of competent jurisdiction unless, as a condition precedent thereto, the Participant has exhausted all appeal rights provided in the L.D.B.

K. OFF DUTY CRIMINAL COVERAGE

Up to five (5) hours (\$875.00) for Criminal Legal Defense for any member arrested or charged with a criminal offense. These services may include, but not limited to, initial appearance, bond hearing, probable cause hearing and other such legal counseling as deemed appropriate. Said Legal Defense under this section pertains to arrest or charge with a criminal offense within the State of Florida.

ARTICLE 4 EXCLUSIONS AND LIMITATIONS

In addition to the exclusions and limitations set forth elsewhere in this Terms and Conditions Manual, the following exclusions shall apply:

A. EXCLUSIONS

1. **Employment Practices:** No benefits shall be provided under the L.D.B. for any action arising out of any violation of, or covered by provisions of, the Equal Employment Opportunity Act, 42 USC Section 200 (3) et seq., the Age Discrimination in Employment Act, 29 USC Section 62.1 et seq., the Americans with Disabilities Act, 42 Section USC Section 1201 et seq., the Employee Retirement Income Act of 1974, 29 USC Section 1001 et seq., the Veterans Reemployment Act, 18 USC Section 2021 et seq., any federal or state whistle blower's statute, or any law, statute, ordinance, regulation, or rule of similar type or description enacted by the federal government or any state or political subdivision thereof, including but not limited to counties, and cities.
2. **D.A.V.I.D**
3. **RACISM/PREJUDICIAL BEHAVIOR**
4. **Retirement:** No benefits shall be provided for individual claims for pension or retirement benefits under the L.D.B. to obtain, protect, preserve, or set aside pension or retirement benefits, including disability retirement benefits under any federal, state, county, city or city and county pension retirement system.
5. **Workers' Compensation:** No benefits shall be provided under the L.D.B. for any action within the jurisdiction of the Workers' Compensation Act in this or any other State, County or City, or City and County.

6. ***Punitive or Other Damages:*** No benefits shall be provided under the L.D.B. to cover any monetary award for damages, including but not limited to punitive or compensatory damages, whether by judgement, settlement or otherwise against a Participant in any action.
7. ***Attorney's Fees:*** No benefits shall be provided under the L.D.B. to cover the attorney's fees or costs of an opposing party awarded against a Participant in any action.
8. ***Breach of Employment Contract:*** No benefits shall be provided under the L.D.B. related to proceedings brought against a Participant for a breach of a Participant's individual agreement with his/her employer without prior approval of said individual agreement from the Committee.
9. ***Medical:*** No benefits shall be provided under the L.D.B. related to proceedings invoking the medical condition of the Participant. This exclusion is subject to review by the Committee Chairperson.
10. ***Bonds:*** No benefits shall be provided under the L.D.B. related to the cost of bail bonds, appeal bonds or other bonds.
11. ***Offensive Suits:*** No benefits shall be provided under the L.D.B. for offensive suits except as otherwise provided herein.

B. LIMITATIONS

1. Civil Action Against Public Employee and Employer:

No benefits shall be provided under the L.D.B. in any civil proceedings in which the Participant's employer or its insurer, whether by agreement, policy or operation of law, agrees to or undertakes to provide a defense, agrees to or undertakes to indemnify the Participant for all general and punitive damages arising out of the proceedings, and is entitled to so agree or undertake the laws of applicable jurisdiction.

2. Reservation of Rights by Employers:

In the event that the Participant's employer agrees to defend the Participant but refuses to fully indemnify the Participant (including indemnification for punitive damages) or asserts a reservation of rights as to the indemnification of the Participant pending the outcome of the proceedings then the Participant shall be entitled to benefits as set forth in Article 3 hereof if the following two (2) requirements are met:

- 1) The Committee Chairperson determines, in accordance with the advice of legal counsel with expertise in the field of civil litigation, that there is a considerable likelihood that punitive damages will be awarded against the Participant, based on a conflict of interest or other circumstances, and

- 2) The Committee is subrogated to the Participant's rights against the employer or its insurer.

In the event that these two requirements are not satisfied, the Committee shall monitor the case to ascertain if a considerable likelihood of punitive damages subsequently arises, in which event, provided that the Chairman is subrogated to the Participant's rights against the employer or its insurer, the case will then be referred to a Benefit Attorney and benefits will apply as set forth herein.

3. Employer Refuses Defense:

In the event the employer or its insurer refuses to defend the civil proceedings, then the Participant shall be entitled to the benefits under the L.D.B. and the Committee shall be subrogated to the Participant's rights against the employer or its insurer.

4. Third Party Recovery:

In the event a Participant recovers from any third party, any amounts as damages (other than lost compensation), attorney's fees, or costs in a case in which the benefits were provided under the L.D.B., the Committee shall be entitled to reimbursement from such Participant to the full extent of the expenditures made under the L.D.B. on behalf of said Participant hereunder.

Participants agree to cooperate with the Committee in obtaining reimbursement and, upon request, to execute any and all necessary documents. If a Participant has a cause of action against any third party for damages, attorney's fees, or costs and does not wish to pursue the action, he/she will, upon request, assign those rights to the Committee to the extent lawfully permissible and assist the Committee in its prosecution of such action.

5. Non-cooperation or Misrepresentation by Participant:

No benefits shall be provided to a Participant who is untruthful to his/her Benefit Attorney or to the Committee. In such a case, the right of the Participant to a Benefit Attorney hereunder may be terminated or suspended. Furthermore, if benefits are provided to a Participant based upon misrepresentations by the Participant to the Committee, the Committee shall be entitled to terminate or suspend benefits hereunder and to obtain reimbursement from the Participant for the full amount extended under the L.D.B., for legal services and costs on behalf of the Participant.

6. Non-interference:

No provision of the L.D.B. shall require Committee or its employees or agents or Benefit Attorneys or any attorneys associated with them 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/her client.

7. Settlement Opportunity or Jeopardy:

Benefits may be terminated in the event the Committee, the Committee Chairperson, or the FSL FOP President determines that it is in the best interest of a Participant to cease his/her participation in any particular case, including but not limited to cases where continued

proceedings may subject the Participant to more severe civil, criminal or administrative sanctions, damages, or attorney's fees, or where the Participant has rejected a reasonable settlement proposal to resolve his/her case.

8. Appeal:

No benefits shall be provided to appeal a decision to court unless the Committee, the Committee Chairperson or the FSL FOP President determines upon written request, that there exists a reasonable likelihood of success on the appeal so that the requirements set forth in Article 3 are satisfied.

9. Coordination of Benefits:

Benefits under the L.D.B. shall not be provided to the extent they are furnished to a Participant by any other legal defense program or policy which provides group legal services to Law Enforcement Officers or Public Safety Employees.

10. Benefits Paid According to Fee Schedule:

Benefits under the L.D.B. shall be provided in accordance with the fee schedule for Benefit Attorneys as adopted by the Committee and the Participating Membership from time to time. The Committee shall not be responsible for any charges made by a Benefit Attorney, or other such person in excess of such fee schedule.

Any costs which would otherwise be covered by another benefit or policy of insurance of which a Participant is a member, must be sought from such other benefit or policy insurance before L.D.B benefits will be used to cover such costs.

**ARTICLE 5
CLAIMS PROCEDURES**

A. PARTICIPANT'S DUTY TO NOTIFY CHAIRPERSON OF CLAIM

Participant shall be obligated to notify the Committee Chairperson or Staff Representatives of his/her Claim for benefits before he/she is entitled to any benefits under the L.D.B. Notification to any Attorney, L.D.B., or FOP Personnel or any party other than the Committee Chairperson, the FSL FOP President or a Staff Representative is ineffective to obtain entitlement benefits. Failure to notify the Committee Chairperson, the FSL FOP President or a Staff Representative shall relieve the L.D.B. of any obligation to provide benefits. The Participant must make notification within 24 hours of notice of a covered action. The L.D.B. will not expend fees and costs incurred before approval is granted. Attorneys are not authorized to expend L.D.B. funds prior to receiving the written authorization from the Committee Chairperson, the FSL FOP President or a Staff Representative. The only exception to this rule is a Critical Incident where benefits will be considered to be authorized for a period not to exceed five (5) attorney hours. The Participant, a Member Lodge Officer, or the Attorney used must notify and submit a coverage form within 48 hours of a Critical Incident in which L.D.B. coverage is used.

B. TELEPHONE HOTLINE

The Committee Chairperson shall maintain a 24-hour a day telephone service to respond to Participants' needs for legal services. The number is 1-888-485-0351

C. ACCEPTANCE OR DENIAL OF CLAIM BY THE COMMITTEE

1. The Committee Chairperson shall consider each Claim for L.D.B. Benefits and determine whether to grant or deny coverage under the L.D.B.
2. The Committee Chairperson may request that transcripts and other written material, to include but not be limited to, the charges against the Participant be provided to the Committee Chairperson in order to evaluate if the incident is covered under the L.D.B. The material shall be provided at the Participant's cost. A Claim shall not be considered received until the Participant has provided the requested material.
3. If coverage is granted, the Participant's Member Lodge shall be notified. If the Claim is denied, the Participant has the right to appeal the denied Claim pursuant to the procedures described in Section F of this Article 5

D. REFERRAL BY COMMITTEE CHAIRPERSON OR STAFF REPRESENTATIVE TO AN ATTORNEY

The Committee Chairperson or Staff Representative shall refer representation of a Participant who is entitled to benefits, to a Benefit Attorney. Any dispute concerning the referral of a case

to Benefit Attorney may be appealed by the Participant to the Executive Board of the Committee pursuant to Section F of this Article 5.

E. NON-COOPERATION WITH A BENEFIT ATTORNEY, THE COMMITTEE CHAIRPERSON, THE FSL FOP PRESIDENT OR STAFF REPRESENTATIVE

Subject to the appeal rights described above, if a Participant unreasonably refuses representation by the Benefit Attorney selected to represent him/her or fails or refuses to accept the advice of the Committee Chairperson, the FSL FOP President, Staff Representatives or Benefit Attorney, the Committee and the FSL FOP shall be free from further obligation to such Participant to provide benefits under the L.D.B. Such Participant shall be free to employ a Private Attorney at his/her own expense to represent him/her.

F. APPEAL PROCEDURES

1. **Denial:** If a claim for L.D.B. Benefits made by a Participant is wholly or partially denied, the Committee Chairperson or his/her designee shall give written notification of such denial to the Participant within seven (7) days of receipt of the Participant's claim for benefits. The notification shall include the following information:

- a. The specific reason(s) for such denial,
- b. Specific reference to the L.D.B. provisions upon which the denial is based,
- c. 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.
- d. An explanation of the L.D.B.'s review procedure with respect to the denial of benefits

2. Request for Hearing

- a. Any Participant whose claim has been denied may appeal to the Executive Board of the Committee to conduct a hearing in the matter, provided that he/she requests the hearing in writing within thirty (30) calendar days after being notified of the denial, and provided further that the request for a hearing explains to the degree possible, why the reasons for the denial are inapplicable. The Participant may submit written issues and comments to the Executive Board of the Committee.
- b. The Executive Board of the Committee shall conduct a hearing no later than sixty (60) calendar days after receipt of the Participant's written request for a hearing. The Participant shall be entitled to present his/her position and any evidence in support thereof at the hearing. Within ten (10) days of the hearing, on the Participant's appeal, the Executive Board of the Committee shall issue a written decision, affirming or setting aside the Committee Chairperson's decision.

**ARTICLE 6
MISCELLANEOUS**

A. LIMITATION OF RIGHTS

Neither the establishment of the L.D.B. nor any modification thereof, nor the creation of any fund or account, nor the payment of any benefits, shall be considered as giving any Participant or other person any legal or equitable right of action or recourse against the L.D.B., the Committee, the FSL FOP or its members or employees, except as provided in this Terms and Conditions Manual.

B. CONFIDENTIALITY

It is agreed and understood that each Participant who applies for benefits under the L.D.B. is entitled to the same rights and consideration including the right of confidentiality to which any client of an attorney is entitled and no one, including without limitation the Committee Chairperson, the FSL FOP President, Staff Representatives nor Executive Board of the Committee shall be required to, nor will they, reveal to any other persons including the FSL FOP's officers, agents, or employees, any matters revealed to them in confidence by such Participant in the course of his/her application for benefits or in the course of representation.

C. INDEPENDENT CONTRACTORS

All Benefit Attorneys and other providers of service are independent contractors and not agents of the L.D.B., the Committee or the FSL FOP. All Benefit Attorneys must provide Evidence of Malpractice Insurance to the Committee Chairperson.

D. POLICY TERRITORY

L.D.B coverage applies to incidents in Florida, which are reported during membership in the L.D.B. provided the suit, proceeding or criminal action is brought within the United States.

E. RELATIONS OF PARTIES

The Committee will have access to a case through the Participant. Any Executive Board member, Committee Chairperson, the FSL FOP President or Participant's Staff Representative or Benefit Attorney may request information about a case from the Participant for administrative reviews and appeals. This information will only be viewed by the Committee Chairperson, the FSL FOP President or Staff Representatives of the Committee. If a Participant refuses to provide information, the Committee Chairperson, or the FSL FOP President may suspend any benefits from the L.D.B. If the Executive Board of the Committee or the Committee Chairperson decide it is necessary to suspend funds, the attorney(s) and the Participant shall be notified in writing as to this decision.

**ARTICLE 7
AMENDMENT AND TERMINATION**

L.D.B. CHANGES

Any changes in the L.D.B. shall be made by the L.D.B. Executive Board of the Committee with the advice and consent of the Participating Membership. All Participants will be notified of the proposed changes by mail and voted on at the next scheduled regular meeting of the Committee.

**ARTICLE 8
EXECUTIVE BOARD OF LABOR COUNCIL COMMITTEE**

EXECUTIVE BOARD

The Executive Board of the Committee of the L.D.B. shall be the Labor Council Committee and is made up of seven (7) members as described in the Constitution Regulations of the FSL FOP.

EXECUTIVE BOARD COMMITTEE RESPONSIBILITIES

To review all Critical Incident requests
To propose any needed changes to the Participating Membership
To approve reasonable over-runs of expenses in special circumstances
To conduct appeal hearings as required.

L.D.B. COMPLAINT PROCEDURE

It is the policy of the Executive Board of the Committee to encourage and solicit comments regarding the administration of the L.D.B. Any person who is dissatisfied with any aspect of the administration of the L.D.B. is requested to follow the complaint procedure below. Note that denial of L.D.B. benefits are appealable only as set forth in Article 5 Section F of this manual.

- a. Complaints should be set forth in writing and directed to any or all members of the Executive Board of the Committee with copies to any person(s) who may be the subject of the complaint.
- b. Within thirty (30) days of receipt of the complaint, the L.D.B. Executive Board or their designee shall contact the complainant and ascertain if the complainant, any person named in the complaint or any of the Executive Board members wish to conduct a hearing on the matter before the Executive Board. If so, a hearing will be scheduled at the next regular meeting at which the complainant and person(s) named in the complaint are available to attend. If more immediate action is appropriate, the parties may participate in a conference telephone call.
- c. At the hearing, all interested parties will be entitled to appear and discuss the matter.