

**UTAH STATE LODGE, FRATERNAL ORDER OF POLICE LEGAL PLAN
EFFECTIVE JANUARY 1, 2022**

This Utah State Lodge, Fraternal Order of Police Legal Plan (herein the “**Plan**”) is effective January 1, 2022, (the “**Effective Date**”) and held and jointly owned by the Legal Plan Administrator, and the Utah State Lodge, Fraternal Order of Police, a Utah Non-Profit Corporation (herein “**FOP**” or “**Utah FOP**”) and provided subject to the policies and procedures contained herein.

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LEGAL PLAN

1. Legal Plan Administrator. The Legal Plan Administrator of the Plan is, by mutual consent of the parties and by AGREEMENT (herein "Agreement") separately set forth is and shall be:

- a. Bret W. Rawson, P.C., 8941 S 700 E, STE 203 Sandy, UT 84070

The Legal Plan Administrator contracts with a law firm in which it is a member, owner, and/or manager for purposes of administering the benefits described herein. Subject to the discretion of the Legal Plan Administrator, and in accordance with the Utah Rules of Professional Conduct, the law firm appointed by the Legal Plan Administrator shall administer the legal services described herein. The appointed law firm shall be appended hereto as Schedule A.

2. Financial Description. The Plan provides for specific legal services for the benefit of members of the Utah FOP ("**Members**"). Members who utilize the Legal Plan may be referred to individually as **Participant** or collectively as "**Participants**."

- a. Fraternal Benefit Society. The Utah FOP is a fraternal benefit society that exists solely for the benefit of its Members. The Utah FOP is organized into a lodge system, with local lodges ("**Lodge(s)**") that are subordinate to the Utah FOP Board of Directors (the "**Board**").

- b. Plan is a Benefit. The Plan is a benefit created for the Members of the Utah FOP.

- c. Membership Fee. Members shall pay fees to the Utah FOP as a requirement of membership in the organization (the "**Membership Fee**"). The Board shall determine the amount of the Membership Fee, in its sole discretion.

- d. Participant Fee. The Utah FOP, through subordinate Lodges, shall pay a fee on behalf of each of its Members to the Legal Plan Administrator (the "**Participant Fee**") to be eligible to participate in the Plan.

- e. Determination of Participant Fee. The Board (or its designated committee) and the Legal Plan Administrator shall mutually agree on the amount of Participation Fee. The Participation Fee is set forth in the attached Participation Fee Schedule, attached as "**Schedule B**," and may be amended from time to time to account for, among other things, inflation, but shall not decrease once amended upwards.

- f. Contingent Fund. Participant Fees shall be based on the amounts projected to be necessary to pay legal fees, costs, and at the discretion of the Legal Plan Administrator, a fund for conflicts, overhead, and contingencies.

3. Payment of Fees.

- a. Payment of Membership Fees. Membership Fees shall be payable by Members to each Member's respective Lodge on at least a quarterly basis, and such additional greater frequency as the Board shall prescribe. The initial Membership Fee payment shall be submitted to the Lodge with the prospective Member's application, unless alternative payment terms have been mutually agreed upon between the Member and the Lodge.

- b. Payment of Participant Fees. Participant Fees for the rendering of services of the Legal Plan shall be paid directly to the Legal Plan Administrator by each Lodge. Lodges shall pay the Participant Fees on behalf of each of the Members who have opted for Plan coverage, in a single aggregated payment, regardless of whether each Member has utilized the Plan or not.
 - c. Determination of Participation Payment. The Participant Fees due are based upon the number of Members in a Lodge, which is determined by the Legal Plan Administrator *via* review of the electronic system(s) housing Membership information by the State and/or Grand Lodge. The Participant Fees shall then be invoiced by the Legal Plan Administrator, its agents, or assigns.
 - d. Correction of Invoices. If a subordinate lodge does not challenge the per capita number of Membership participating in the Legal Plan within ten (10) business days of receipt of the invoice from the Legal Plan Administrator, then that Lodge shall have been deemed to have waived the right to change or challenge the per capita quantification of Membership and the amount due under the invoice shall not be modified.
 - e. Timing of Invoices. Each Lodge shall pay its Members' Participant Fees on or before any scheduled due date in the amounts invoiced by the Legal Plan Administrator. Invoices shall be mailed or electronically transmitted at approximately thirty (30) and not more than sixty (60) days prior to the applicable due date.
 - f. Timely Payment. If any Lodge fails to make timely payment of the Participant Fees, the Plan shall cease to be effective with respect to that Lodge as of 12:01 a.m. on the day after the applicable due date. If all delinquent amounts are received by the Legal Plan Administrator within thirty (30) days following the due date, participation may be reinstated on the date the delinquent amounts are fully paid, or at the discretion of the Board and the Legal Plan Administrator, retroactive to the day after the due date.
 - g. Delinquent Payment. If any payment is delinquent thirty-one (31) days or more, participation shall be deemed to have terminated effective as of 12:01 a.m. on the day after the applicable due date, and retroactive reinstatement of plan coverage shall not be available.
4. Changes to Plan. The Board (or its designated committee) and the Legal Plan Administrator may modify or amend the Plan by mutual agreement. Any change or modification to the Plan will only become effective on or after the Effective Date of that amended Plan.
5. Eligibility. To be eligible to participate in the Plan, Participants must be Members in good standing with the Utah FOP who pay or cause to be paid all Participant Fees, consistent with the terms herein.
 - a. Eligibility Period. The “**Eligibility Period**” is the period of time beginning on the Eligibility Date (defined below) and ending on the Termination of Eligibility Date (defined below). Both the Eligibility Date and the Termination of Eligibility date are included in the Eligibility Period.

- i. *Effective Date of Eligibility.* The effective date of Plan eligibility (the “**Eligibility Date**”) for any Participant shall be the first day of the Member’s verified membership in the Utah FOP (so long as the Participant Fee had been timely paid), unless otherwise approved by the Board and the Legal Plan Administrator.
- ii. *Termination of Eligibility.* The effective date of a Participant’s termination of eligibility to benefits under the Plan (the “**Termination of Eligibility Date**”) shall occur automatically upon any of the following events:
 1. non-payment of Participant Fees when due, except as otherwise set forth herein;
 2. voluntary withdrawal from participation;
 3. termination of the Participant’s law enforcement or eligible agency employment, either voluntary, involuntary or by retirement pursuant to the retirement rules of the Participant’s employer;
 4. withdrawal by Plan attorneys consistent with the terms of the Plan.
 5. termination of the Participant’s Membership in the Utah FOP even if the Participant remains employed as a law enforcement officer;
 6. a Member’s expulsion from the Utah FOP;
 7. Suspension or revocation of the Member’s Peace Officer Standards and Training Certificate.
 8. Notwithstanding the forgoing, termination of eligibility shall not affect any right to benefits which has accrued prior to the date of termination of eligibility.
- b. Claims Arising During Eligibility Period. Eligibility to utilize the Plan only applies to claims arising out of an occurrence, act, or event occurring during the Eligibility Period (as defined below), and the Plan must be utilized with respect to such claims within five (5) years following the Termination of Eligibility Date (defined below).
- c. Multiple Eligibility Periods. If a Participant’s eligibility under the Plan is terminated and is subsequently reinstated effective at a later date, the Participant’s shall be given a new Eligibility Date that will commence a new Eligibility Period. A new Eligibility date will not extend, toll, or be cumulative with a prior Eligibility Period.
- d. Continuation of Legal Representation. Legal representation already undertaken pursuant to the Plan arising from circumstances occurring during an Eligibility Period will continue following the end of that Eligibility Period until deemed completed by the Plan attorney(s) responsible for the representation.
- e. Scope of the Plan. Eligibility to utilize the Plan applies only when claims are within the scope of the Plan, consistent with the terms herein.
- f. Verification of Eligibility. The Legal Plan Administrator shall make reasonable efforts to ensure that all Participants are eligible to receive legal services, prior to

rendering services. Each Participant shall cooperate with the Legal Plan Administrator to the extent required to determine eligibility. In the event services are rendered on an emergency basis such as in an Officer Involved Critical Incident (OICI), and it is later determined that the recipient of such services was not eligible under the Plan, the rendering of such services does not constitute “coverage” under the Plan, and the recipient is not entitled to ongoing representation, nor does the Plan, its owners, or assigns, waive any rights associated with Plan attorney(s) undertaking the representation.

- g. Cooperation in Own Defense. Eligibility is conditioned upon a Participant’s cooperation in their own defense by, among other things, communicating reasonably with the Plan lawyers, telling the truth to the Plan lawyers, attending all scheduled meetings with the Plan lawyers along with all court/tribunal appearances as notified by the Court, tribunal or the Plan lawyers, and not taking part in any action causing the Plan attorneys to withdraw consistent with the Rules of Professional Conduct governing attorneys.
 - i. *Failure to Cooperate.* If the Participant does not participate in their own defense as determined by the Legal Plan Administrator, benefits under the Plan shall not be provided to the Participant, and any Plan attorneys will withdraw all representation.
 - ii. *Withdrawal of Representation.* If the Plan attorneys withdraw for failure of the Participant/Member to participate in his or her own defense, the Participant/Member may only appeal to the Legal Plan Administrator notwithstanding any provision to the contrary herein set forth. If the Legal Plan Administrator rules against the Participant/Member, and the Participant contacts or communicates with the Legal Plan Committee, the Board, or any other Member for the purpose of challenging the withdraw and cessation of benefits under this Plan, the Participant/Member waives attorney-client privilege as it relates to the Legal Plan Administrator, Plan attorneys, and the firm set forth in Schedule A along with conflict counsel (where applicable), and authorizes the same to provide the reason(s) for the withdrawal to the Legal Plan Committee and/or the Board.
- h. Participants Must Use Plan Attorneys. Eligibility is conditioned upon the Participant’s use of the firm set forth on Schedule A, unless the Legal Plan Administrator determines there is a conflict, as described in the “Conflicts” section below. If a Participant hires, retains, or otherwise arranges for representation by an attorney or attorneys separate from those provided under the Plan to participate in any way in working to resolve any issue for which that Participant may otherwise be eligible for coverage under the Plan, then the Legal Plan Administrator may, in its sole discretion, determine that Participant is not eligible to receive benefits under the Plan with respect to that issue for which the Participant has retained third-party counsel. This includes the hiring or retention of attorneys who are otherwise authorized as “conflict counsel” as set forth in Schedule C where a conflict does not otherwise exist.
- i. Extension of Eligibility. In circumstances where eligibility may not otherwise exist or is in question, the Board in conjunction with approval of the Legal Plan

Administrator may choose to extend eligibility on a case-by-case basis. This determination is discretionary and is not subject to appeal or challenge by the Member.

- j. Proper Reporting. Eligibility to utilize the Plan applies only when claims are properly reported to the Legal Plan Administrator during the Eligibility Period or Extended Reporting Period (defined below), consistent with the terms herein.
6. Reporting. The Plan applies only to claims and allegations that are properly reported to the Legal Plan Administrator.
- a. Reporting Requirements. Notice of such claims are properly reported to the Legal Plan Administrator when:
 - i. *Affirmative Response Required*. The claim is reported to the Legal Plan Administrator (or the firm set forth in Schedule A), and the Participant has received an affirmative response from the Legal Plan Administrator (or the firm set forth in Schedule A) acknowledging the receipt of the claim and the ability to undertake representation; and
 - ii. *Prompt Notification*. The Participant contacts and notifies the Legal Plan Administrator as soon as practicable after being notified by any person of information suggesting the possibility of a claim; and
 - iii. *Reasonable and Adequate Time*. The Participant has provided the Legal Plan Administrator reasonable and adequate time to respond before any applicable deadlines; and
 - iv. *Time to Report*. The Participant has reported the claim to the Legal Plan Administrator during the Eligibility Period, or Extended Reporting Period (defined below).
 - b. Related Claims. All claims by a Participant arising out of the same transaction or occurrence shall be deemed made and reported on the date the Participant first reported the claim to the Legal Plan Administrator or the firm set forth in Schedule A.
 - c. Extended Reporting Period. Claims occurring during the Eligibility Period, but only first reported during an Extended Reporting Period (defined below) shall be covered as if the claim had been reported during the Eligibility Period.
 - i. *Extended Reporting Period Defined*. For the purposes of this section, the “**Extended Reporting Period**” begins the day after the Termination of Eligibility Date, or upon the Effective Date of a renewal or modification to the Plan that removes some substantive benefit from a prior version of the Plan, and extends 120 days thereafter.
7. Administrative Defense. The Plan entitles a Participant to legal representation in disciplinary administrative action (subject to the limitations herein) that may reasonably lead to the deprivation of a cognizable property interest in that Participant’s continued employment that is subject to due process protection (“**Administrative Defense**”).

- a. Employer Actions. The Plan covers any disciplinary action where the employee is entitled to due process protection, and where the results of the disciplinary action may result in time off without pay, involuntary transfer to a position with less remuneration, or other discipline up and including termination of employment.
 - i. *Corrective Actions*. The Plan does not cover employment actions where due process protection does not attach, and where no cognizable property interest is implicated, such as poor performance reviews, non-disciplinary instruction, coaching forms, verbal counseling, verbal warnings, written warnings, verbal reprimands, written reprimands, involuntary transfers to a position with equivalent remuneration, loss of special duties or assignments, and loss of overtime opportunities. However, the Legal Plan Administrator, in its sole discretion, may choose to extend limited representation to address such matters on a case-by-case basis.
 - ii. *Probationary Employees*. Probationary employees do not have a property interest in their continued employment, and therefore do not have due process protections that non-probationary employees enjoy. The Plan will provide legal representation in disciplinary matters for probationary employees in a manner consistent with non-probationary employees, but will not appeal any final decision past the sheriff, department or agency head who imposed the discipline.
 - iii. *Internal Affairs Interviews*. Internal Affairs interviews and investigations are part of the disciplinary process, and Participants are entitled to representation under the Plan as permitted by applicable statutes, regulations, and policies. Certain agencies do not allow Plan attorneys to be present or fully participate during interviews or preliminary stages, so in-person representation may not be possible, however, Participants are permitted to seek legal advice about these interactions. Additionally, in certain circumstances, it may not be practicable for a Plan attorney to attend an Internal Affairs interview in person; in such cases, the Plan attorney may make arrangements to attend the interview virtually.
 - iv. *Administrative Appeals*. Participants are entitled to legal representation during administrative appeals of final disciplinary decisions of the employer, so long as the employee is entitled to due process protection, including appeals at the Career Service Review Office (CSRO) or various county, state, or municipal-level review board(s).
 - v. *Witnesses*. Notwithstanding the foregoing, the Plan does not cover administrative disciplinary action where the Participant is a witness or otherwise not the subject of investigation.
- b. POST Actions. The Plan entitles a Participant to legal representation in any disciplinary administrative action that may lead to the suspension or revocation of a Participant's Peace Officer Standards and Training Certificate.
 - i. *POST Interviews*. POST interviews and investigations are part of the POST's disciplinary process, and Participants are entitled to representation under the Plan as permitted by applicable statutes, regulations, and policies.

- ii. *Administrative Law Judge Hearings.* Participants are entitled to legal representation during any hearings before a POST Administrative Law Judge (“ALJ”).
 - iii. *POST Council.* Participants are entitled to legal representation during any hearings before POST Council.
 - iv. *Witnesses.* Notwithstanding any of the forgoing, the Plan does not cover administrative POST actions where the Participant is a witness or otherwise not the subject of investigation.
- c. Administrative Appeals. Subject to the limitations set forth herein, coverage under Employer Actions or POST Actions may also include appeals through Utah District Courts (as applicable), the Utah Court of Appeals, and the Utah Supreme Court, subject to the following:
- i. *Futility.* The Plan shall not cover appeals that lack legal merit or are futile.
 - ii. *Determination of Futility.* For all appeals the Legal Plan Administrator shall have sole and absolute discretion for making a legal determination as to whether an appeal has legal “merit,” or is otherwise “futile.”
 - iii. *Notice of Futility.* If it is determined by the Legal Plan Administrator that a particular case is “futile” and notice is given in writing to the Participant, the Participant shall have seven (7) calendar days to appeal to the Board.
 - iv. *Appeal of Determination of Futility.* If the Participant, contacts or communicates with the Legal Plan Committee, the Board, or any other Member for the purpose of challenging determination of futility under this Plan, the Participant waives attorney-client privilege as it relates to the Legal Plan Administrator and the disciplinary matter in question.
 - v. *Effect of Denial of Appeal.* The Board shall make a coverage decision as soon as is reasonably practicable and notify both the Participant and the Legal Plan Administrator. If coverage is denied, the Plan attorneys, or any conflict counsel, shall have the absolute right to withdraw as counsel and the Participant shall be responsible for obtaining independent counsel of his or her choosing and to pay all attorney fees and costs and other expenses associated with the subsequent representation. **The Participant/Member shall be solely responsible for preserving any appeal and the Plan shall not pay for any subsequent representation.**
 - vi. *Costs and Fees Paid by Participant.* An appeal undertaken by Plan attorneys will incur certain special costs. These costs are typically associated with the preparation and transmittal of the record created during lower proceedings and can be substantial. The Participant is responsible for the costs associated with appeal unless otherwise absorbed by the Plan in the sole discretion of the Legal Plan Administrator.
 - vii. *Limit of Appeals.* The Plan shall not cover appeals to the 10th Circuit Court of Appeals or the United States Supreme Court.

8. Civil Defense. The Plan entitles a Participant to legal representation in any civil action, litigation, or proceeding in the courts of the State of Utah, arising out of a Participant's use of Deadly Force (as defined below) that occurred while the Participant was On-Duty (as defined below) (a "**Civil Defense**"), subject to the following:
- a. Civil Defense Definitions.
 - i. *On Duty*. "**On-Duty**" means that a Participant was:
 - 1. actively engaged in any of the duties of the Participant's employment as a peace officer; or
 - 2. receiving compensation for activities related to the Participant's employment as a peace officer; or
 - 3. on the property of a law enforcement facility, correctional facility or dispatch center; or
 - 4. in a law enforcement vehicle that is located in a public place; or
 - 5. in a public place and is wearing a badge or uniform, authorized by the Participant's employer, that readily identifies the wearer as a peace officer;
 - ii. *Off-Duty*. The term "**Off-Duty**" as used in this section means not On-Duty.
 - iii. *Deadly Force*. "**Deadly Force**" means force that creates or is likely to create, or that the individual using the force intends to create, a substantial likelihood of death or serious bodily injury to an individual.
 - b. Cross and Counter Claims. The Plan does not extend to counterclaims, cross claims, or third-party claims advanced by a Participant in a civil action, litigation, or proceeding.
 - c. Reckless or Intentional Misconduct. The Plan does not extend to a Participant's use of Deadly Force that, in the sole discretion of the Legal Plan Administrator:
 - i. is an extreme departure from the ordinary standard of conduct; or
 - ii. evinces a reckless indifference to the rights of others; or
 - iii. smacks of intentional wrongdoing.
 - d. No Indemnification. The Legal Plan does NOT indemnify Participant for any judgment.
 - e. Plan is Excess. The Plan entitles a Participant to legal representation only where the Participant is denied representation by civil counsel through their agency. Only when the Participant's government employer refuses to tender a defense, will the Plan tender a defense consistent with the terms herein unless the employer's refusal to tender a defense was due to a statutory exception to the requirement to defend the Participant, in which case this Plan will not provide coverage.
 - i. *Additional Insurance or Legal Benefit Plan*. If any other valid and collectible plan or insurance is obligated to cover and/or is available to the Participant for Civil Defense claims otherwise covered under this Plan, then

the coverage provided under such other plan or insurance shall be primary coverage. Coverage under this Plan shall apply only in excess of every other plan or insurance, and shall not be considered as “additional insurance” or contribute with such other plan or insurance in any way except to provide excess coverage after the available limits of all such other plans or insurance have been exhausted.

- ii. *Other Insurance Defined.* As used in this section, the term “other plan or insurance” includes but is not limited to insurance or self-insurance coverage or benefits provided by or through a Participant’s employer, other groups or associations; insurance coverage or benefits covering and/or provided by a Participant, coverage or benefits provided by self-insurance, trusts, pools, risk retention groups or captive insurance companies; any other insurance or self-insurance plan or agreement of risk assumption; and any obligation to defend, pay or indemnify under any statute, ordinance, regulation or agreement. If the Participant possesses other plan or insurance that is also deemed “excess” or “secondary” under the terms of the other plan or insurance, this Plan shall not cover.
 - iii. *Requirements for Benefits.* If Participant has any other applicable coverage for Civil Defense, then prior to seeking benefits under the Plan, the Participant agrees to submit any and all claims otherwise covered by the Plan to all such other plans or insurance and, if requested by the Legal Plan Administrator, to undertake and pursue such coverage claims. The Participant’s obligation under this paragraph shall exist regardless of whether the claim against the Participant is brought in the Participant’s official capacity, individually or is a claim for punitive damages;
- f. No Second Attorney. If the Participant’s employer defends the Participant in a lawsuit, the Plan will not provide an additional lawyer.
 - g. Costs and Fees Paid by Participant. A Civil Defense undertaken by Plan attorneys will incur certain special costs, which can be substantial. The Participant is responsible for the costs associated with Civil Defense unless otherwise absorbed by the Plan in the sole discretion of the Legal Plan Administrator. Costs and fees may include, but are not limited to, the cost of filing fees, appeal bonds or other bonds, or subject matter expert’s fees.
 - h. Off-Duty Civil. Participants are not entitled to legal representation of any kind for civil actions, litigations, or proceedings, arising out of circumstances that occurred while the Participant was not On-Duty.
 - i. Out of State Suits. In the unlikely event that a Participant requires a Civil Defense arising from circumstances occurring outside the State of Utah, the Legal Plan Administrator, may in its sole discretion, extend Civil Defense coverage to those jurisdictions outside of Utah.
 - j. Corruption Cases. The Plan will not provide a Civil Defense of any kind where the case involves allegations of Corruption (as defined below), or where the allegations would meet the elements of Corruption if it were filed as a criminal case, nor shall

it defend against other associated allegation(s) or causes of action contained the same civil complaint(s) that also contains allegations of Corruption.

- k. Appeals of Civil Cases. The Plan does not include appeals of Civil Cases through the Utah Court of Appeals, the Utah Supreme Court, any Federal Court of Appeals, or the United States Supreme Court, unless otherwise approved in the sole discretion of the Legal Plan Administrator.
9. Criminal Defense. Participants are entitled to legal representation for allegations of violations of state and federal criminal codes, subject to the following:
- a. On-Duty Criminal. The Plan entitles a Participant to legal representation regarding any criminal investigation, allegation, or charge (including grand jury proceedings) where the conviction of such will most likely result in the deprivation of a cognizable property interest in that Participant's POST certification or continued employment, and which arises from facts or circumstances occurring when the Participant was On-Duty (herein "**On-Duty Criminal Defense**").
 - i. *On-Duty*. The term "On-Duty" in this section has the same meaning as used in the Civil Defense section above.
 - ii. *Determinations of Loss of Property Interest*. The Legal Plan Administrator will determine, at its sole discretion, whether a criminal offense will most likely lead to the Participant's eventual loss of a cognizable property interest. Typically, the allegation of criminal misconduct must rise to the level of a misdemeanor or felony.
 - iii. *Traffic Infractions*. The Plan does not include most traffic offenses or infractions, unless it is determined that the traffic offense or infraction rises to the level mentioned above.
 - iv. *Costs and Fees Paid by Participant*. An On-Duty Criminal Defense undertaken by Plan attorneys will incur certain special costs, which can be substantial. The Participant is responsible for the costs associated with an On-Duty Criminal Defense unless otherwise absorbed by the Plan in the sole discretion of the Legal Plan Administrator. Costs and fees (aside from attorney fees which are covered consistent with the terms herein) may include, but are not limited to, the cost of bail bonds, expungements, filing fees, appeal bonds or other bonds, or subject matter expert's fees.
 - b. Off-Duty Criminal. The Plan entitles a Participant to legal representation regarding any criminal investigation, allegation, or charge (including grand jury proceedings) where the conviction of such will most likely result in the deprivation of a cognizable property interest in that Participant's POST certification or continued employment, and which arises from facts or circumstances occurring when the Participant was not On-Duty (herein "**Off-Duty Criminal Defense**"), subject to the following limitations:
 - i. *On-Duty*. The term "On-Duty" in this section has the same meaning as used in the Civil Defense section above.
 - ii. *Off-Duty*. The term "**Off-Duty**" as used in this section means not On-Duty.

- iii. *Determinations of Loss of Property Interest.* The Legal Plan Administrator will determine, at its sole discretion, whether a criminal offense will most likely lead to the Participant's eventual loss of a cognizable property interest. Typically, the allegation of criminal misconduct must rise to the level of a misdemeanor or felony.
 - iv. *Traffic Infractions.* The Plan does not include most traffic offenses or infractions, unless it is determined that the traffic offense or infraction rises to the level mentioned above.
 - v. *Costs and Fees Paid by Participant.* An Off-Duty Criminal Defense undertaken by Plan attorneys will incur certain special costs, which and can be substantial. The Participant is responsible for the costs and fees associated with an Off-Duty Criminal Defense unless otherwise absorbed by the Plan in the sole discretion of the Legal Plan Administrator. Costs and fees (aside from attorney fees which are covered consistent with the terms herein) may include, but are not limited to, the cost of bail bonds, expungements, filing fees, appeal bonds or other bonds, or subject matter expert's fees.
 - vi. *Limitations for Off-Duty Incidents.* An Off-Duty Criminal Defense undertaken by Plan attorneys is limited to incidents that occur within the States of Utah, Nevada, and Idaho (unless otherwise approved by the Legal Plan Administrator, and in its sole discretion) and where the value of legal fees incurred at a rate of \$200.00¹ an hour do not exceed a total of twenty thousand US dollars (\$20,000).
- c. Reasonable Attorney Fee Reimbursement. Under certain circumstances, a Participant may be entitled to recover reasonable attorney fees² and costs under a reimbursement statute related to their On-Duty Criminal Defense, or Off-Duty Criminal Defense. By participating in this Plan, and in the event the Participant is entitled to such recovery, the Participant agrees:
- i. *Assignment of Reimbursement Interests.* Participant agrees to assign all rights and interest to statutory payment and/or reimbursement to the Legal Plan Administrator, and shall stipulate to the same in writing upon request by the Legal Plan Administrator.

¹ The amount of \$200 per hour is NOT the normal and reasonable rate charged by the firm attorneys listed in the attached schedule; rather the normal hourly rate for attorneys at the firm listed in Schedule A ranges from \$250 - \$550 per hour and \$125 per hour for paralegals. The reference to \$200/hr is solely a benchmark to approximate hours spent in legal work performed for these Off-Duty matters in consideration of the \$20,000 cap.

² It should be assumed for any applicable "reasonable fees or reimbursement statute" that \$200 per hour is lower than the reasonable rate by any attorney, firm or conflict counsel in the geographic area covered by the plan, whether or not the attorney is associated with this Plan. Furthermore a reasonable fee is generally the actual fee or rate charged by the attorney in the normal course of his or her practice of law, notwithstanding any agreement with the Legal Plan Administrator to provide services for less, and given the various and unique circumstances, workload, profile, timing, and "stake" of the referenced matter. Reasonable fees, as an example, may exceed \$500 per hour, on a case-by-case basis, and customarily range between \$250 and \$550 per hour in the State of Utah, with upward deviation warranted by certain circumstances.

- ii. *Execute all Necessary Documents.* The Participant shall execute and deliver all instruments and other documents to assist the Legal Plan Administrator in the pursuit of statutory payment and/or reimbursement claims. Further, Participant shall take whatever additional efforts are reasonable and necessary to assist the Legal Plan Administrator in this recoupment of costs and fees under any applicable reimbursement statutes.
- iii. *Prejudicial Actions.* The Participant shall not prejudice the rights of the Legal Plan Administrator to recover money under any applicable reimbursement statutes, in any way.
- iv. *Reimbursement Expenses.* The Legal Plan Administrator, and/ or its assign, shall pay all expense for the pursuit of such reimbursement claims, and reserves the right to assume the legal representation of the Participant for that purpose, to which Participant does hereby consent.

10. Additional Benefits.

- a. Reduced Rates. Notwithstanding any provision contained herein, nothing shall prevent the Legal Plan Administrator or its assign, from separately offering legal services, including personal injury, family law, litigation or otherwise to Participants/Members subject to an applicable representation agreement. These services may be provided at a discounted rate as determined by the Legal Plan Administrator and its assign.
- b. Additional Legal, Financial and Tax-related Services. The following: wills, trusts, and estate planning, financial consulting, and tax services may be offered through the firm designated on Schedule E, so long as no conflict exists, and at the rates described in Exhibit E. In the event that the firm is unable to provide these services for any reason, the Legal Plan Administrator shall not be obligated, nor shall it endeavor to, replace these services with those by another service provider.
- c. Uncontested Adoptions. The benefits under the Plan shall include uncontested adoptions within the State of Utah. Many uncontested adoptions occur across state borders, and may require legal counsel in both the state with jurisdiction over the child, as well as the state where the Child is being adopted. Where the circumstances and details of an adoption are not in dispute, the Plan will cover up to \$2,500.00 at a rate of \$200.00 per hour, for attorney fees and legal services that are required within the State of Utah. This benefit will not cover any costs or expenses other than the time of the Plan attorneys involved (such as filing fees and other court costs), and may not be used to pay for legal services in states other than Utah, or used for attorneys outside of those designated on Schedule A.
- d. Uncontested Divorces. The benefits under the Plan shall include uncontested divorces occurring within the State of Utah. An uncontested divorce is one in which each of the parties are in agreement regarding a division of marital assets, debts, alimony, child support, child custody, and every other issue that may be addressed in a divorce decree. Where the circumstances and details of divorce are not in dispute, the Plan will cover up to \$1,500.00 in attorney fees at a rate of \$200.00 per hour for legal services that are required within the State of Utah. This benefit does

not include evaluation, issue spotting, or legal advice regarding an agreement, it is limited solely to preparation of the typical and usual documents used to reduce an existing agreement to an enforceable order. This coverage will not cover any costs or expenses other than the time of the Plan attorneys involved (such as filing fees and other court costs). This benefit may not be used to pay for legal services in states other than Utah, or used for attorneys outside of those designated on Schedule A.

- e. Real Estate Purchase Contract Review. The benefits under the Plan include the review of one residential Real Estate Purchase Contract (“REPC”) for the Participant per year. The Participant may either be the seller or the purchaser in the REPC, and does not need to be represented by a real estate agent, however, the real property must be located within the State of Utah. This REPC review will not include drafting additional special documents outside of a typical residential real estate transaction, such as seller financing documents, contracts for deed, options to purchase, or other documents outside of the traditional REPC as published by the Utah Division of Real Estate.
- f. Collective Bargaining. The Plan benefits include limited assistance with drafting and negotiating collective bargaining agreements (“CBA”) with an employer. Under this provision, Plan attorneys will coordinate with local lodges to negotiate contracts with their employers to determine their terms of employment, including pay, benefits, hours, leave, job health and safety policies, ways to balance work and family, due process rights, and other items as required.
 - i. *Genuine Opportunity to Negotiate CBA*. To utilize this Plan benefit, an FOP subordinate lodge must either have an existing CBA in place that Plan attorneys may assist in renegotiating the CBA, or the subordinate lodge must have a significant probability of obtaining a CBA with its employer.
 - ii. *Determination of Significant Probability of Success*. In situations where a CBA does not currently exist, the subordinate FOP lodge must demonstrate to the Legal Plan Administrator that it has a significant probability of obtaining a CBA with its employer; the Legal Plan Administrator will then determine in its sole discretion whether to extend coverage to assist in a negotiation.
 - iii. *Independent Representation Agreement*. No CBA benefits will be extended under the Plan to any subordinate lodge unless and until it has executed an independent representation agreement with the Legal Plan Administrator, or its assigns, which clearly defines the scope of representation, and expectations of the Parties involved. Additionally, any representation of a subordinate FOP Lodge will be subject to Section 11 (c) “Conflicts.”
- g. Worker’s Compensation. Worker’s compensation services may be obtained by the lawyer set forth on Schedule D for a reduced rate to the Participant subject to a separate fee agreement between the Participant and that lawyer and/or his firm.
- h. Wage Reimbursement. If a Member, who was covered under the Legal Plan at the time of a covered incident, accepts responsibility for the actions claimed in the

allegations against her or him, and receives time off without pay, the Member may be entitled to reimbursement through the FOP or its designee, of those hours off, up to five hundred dollars (\$500).

- i. *Requirements to Claim.* In order to claim this benefit, the Member must provide documentation of the discipline indicating the total hours off, as well as their wages at the time the discipline was imposed. This must be submitted to the Utah State Lodge within 60 days of the date on the disciplinary form from the agency. Also, the Member cannot have used the services of the Plan or any Plan attorney at any point in the investigation, with the exception of an initial consultation.
- ii. *Once Per Year.* This benefit is available to Members one time per calendar year, funding permitted, meaning the Legal Plan Administrator holds out a portion of the participation fees, not to exceed one percent (1%) of the total participation fees, annually for payment of wage reimbursements under this wage reimbursement provision. Wage reimbursements are paid out on a first come, first served basis. Should wage reimbursements demanded by participants/Members exceed the one percent of fees held out each year, no further wage reimbursements shall be paid during the calendar year, and any pending demands on the wage reimbursement program shall expire and become void at 11:59 pm on December 31 of each calendar year.

11. Conflicts.

- a. Conflict Counsel. In the event of a legal conflict, such to be determined by the Legal Plan Administrator, and in accordance with the Utah Rules of Professional Conduct, a panel of potential conflict attorneys, deemed to be competent and familiar with FOP procedures, shall be established by the Legal Plan Administrator or its assign, for the purpose of handling such conflicts. Attorneys placed on this panel of authorized potential conflict counsel (“**Conflict Counsel**”) are set forth in Schedule C, attached. Members notified that they must use conflict counsel, must select an attorney not in the employ of the Legal Plan Administrator or the firm set forth in Schedule A, but within the aforementioned “panel” set forth on Schedule C.
 - i. *Negotiated Rates.* Attorneys on this panel must agree, in writing, to the representation, and to undertake it for a rate negotiated solely by and between the Legal Plan Administrator or its assign, and proposed conflict counsel, or upon such other terms set forth by agreement between the Legal Plan Administrator and the panel attorney, to be determined at the discretion of the Legal Plan Administrator.
 - ii. *Waive Conflicts.* Conflict Counsel and the Participant seeking representation, shall waive conflicts among themselves or among themselves and the Utah State FOP, or any subordinate lodge, where permitted under the Utah Rules of Professional Conduct.
 - iii. *Panel Subject to Change.* This panel is subject to change at any time by the Legal Plan Administrator, and should any lawyer on the panel be found by the Legal Plan Administrator to:

1. not abide the terms of any agreement between the panel attorney and the Legal Plan Administrator or
 2. be unfit to render legal services for any reason, the Legal Plan Administrator reserves the right to substitute counsel at the expense of the Plan or the Participant, at its discretion.
 3. If an attorney is removed from the Plan as conflict counsel, the Participant may keep the attorney at the Participant's discretion, but this Plan shall not subsequently provide coverage under the Plan and the Participant is thereafter responsible for all attorney fees and costs associated therewith.
- iv. *Only Panel Attorneys May Be Used.* Any Participant notified that they must select conflict counsel and who chooses to utilize an attorney not on the conflict panel does so at their own expense and will not be reimbursed or covered under this Plan.
- v. *Necessary and Reasonable Fees.* In the event of a legal conflict where the Legal Plan Administrator through the aforementioned Conflict Counsel panel set forth on Schedule C cannot provide legal representation, the Plan shall reimburse and pay on behalf of a Participant, reasonable and necessary attorney fees and costs to retain an attorney outside of the Plan. The Legal Plan Administrator shall determine, in its sole discretion, what services the Participant is entitled under the Plan, and whether the costs and fees for such services are "reasonable and necessary."
1. *Recovery of Unnecessary or Unreasonable Costs and Fees.* Nothing shall prevent the Legal Plan Administrator from seeking costs and fees, including attorney fees paid out by the Legal Plan Administrator or its assign, from the Participant whenever the legal services demanded by the Participant are deemed unnecessary or unreasonable.
- vi. *Right to Reimbursement.* In the event that conflict counsel is utilized under the Plan, whether through the aforementioned Conflict Counsel panel set forth on Schedule C or not, the Legal Plan Administrator shall be entitled to at all times to recover reasonable attorney fees and costs under any applicable reimbursement statutes, as if the Legal Plan Administrator had provided the legal services itself as set forth above.
- b. Conflict Waiver. From time to time the Legal Plan Administrator has represented, and is currently representing, the Utah State Lodge of the Fraternal Order of Police. Moreover, the Legal Plan Administrator contracts with a law firm (as detailed in Schedule A) in which it is a member, owner, and/or manager for purposes of administering the benefits described herein. The Legal Plan Administrator does not anticipate this representation is material as Participant's interests are substantially aligned with the Utah State Lodge of the Fraternal Order of Police, the Legal Plan Administrator, and the law firm designated on Schedule A. However, there may be unanticipated events that arise during the representation of a Participant that may

create a situation where that Participant's interests are adverse to the Legal Plan Administrator, the law firm as detailed in Schedule A, or to the Utah State Lodge of the Fraternal Order of Police (the "**Conflict(s)**"). By utilizing benefits under the Plan, the Participant:

- i. *No Adversarial Proceedings.* Acknowledges and has been informed, that neither the Legal Plan Administrator nor the firm designated on Schedule A will be involved in any litigation or adversarial proceeding against the Utah State Lodge of the Fraternal Order of Police or any of its affiliates arising out of our representation of the Participant; and
 - ii. *Nature of Conflict.* Acknowledges that the nature of this potential Conflict may include a scenario where a dispute arises between the Participant/Member and the Utah State Lodge of the Fraternal Order of Police and/or the Legal Plan Administrator; and
 - iii. *Requirements of Representation.* Acknowledges that the Participant is not a "client" of the firm set forth in Schedule A or the Legal Plan Administrator unless and until coverage is triggered by notification to the firm set forth in Schedule A of a qualifying coverage event, as set forth in the coverage details set forth herein, AND an intake form is signed by an authorized Plan attorney set forth in Schedule A and countersigned by the Participant; and
 - iv. *No Conflict Litigation.* Acknowledges that the Plan DOES NOT cover any legal fees or costs nor does it tender any defense of, nor prosecute any claims relating to, disputes arising between or among the Participant/Member, the Legal Plan Inc., the firm set forth in Schedule A, conflict counsel or their respective law firms, the Utah State Lodge of the Fraternal Order of Police and/or any subordinate lodge thereof, or the Legal Plan Administrator its employees, officers, parent company, assigns, Members, partners, directors and managers; and
 - v. *Waiver of Conflicts.* Notwithstanding the forgoing, the Participant confirms and acknowledges that by remaining a Participant they are (a) aware of the potential Conflict(s), (b) have had an opportunity to consult with independent counsel regarding this Conflict(s), (c) are aware of the risks, advantages, and alternatives available and have had an opportunity to raise any questions or concerns regarding this Conflict(s), and (d) consents to waiving all potential Conflict(s) so that the Legal Plan Administrator and/or the firm designated on Schedule A may represent him/her as set forth herein.
- c. Local Lodge Support. This Plan does not provide for local lodge support, except that by virtue of the attorney-client relationship between the firm set forth in Schedule A, the Legal Plan Administrator and the Utah State Lodge of the FOP, an indirect benefit may be derived to the benefit of a local subordinate lodge. For example, questions of law, legal strategy, and legal advice rendered to the Utah State Lodge of the FOP may have the impact of benefiting a subordinate lodge. This incidental local lodge support does not create an "attorney-client" relationship unless and until the Legal Plan Administrator and/or its "assign" enter into an express written representation agreement that includes the Local Lodge waiving

legal conflicts, where applicable, with the Utah State Lodge, and individual Members who are or may be affected by the proposed representation, and subject to the waiver of the Utah State Lodge.

12. Limitations and Exclusions. Notwithstanding any of the forgoing, the following limitations and exclusions apply to the Plan:

- a. Corruption. Plan coverage is limited to \$2,500 in any Criminal Defense (whether On-Duty or Off-Duty), and limited to \$1,500 in any Administrative Defense, each defense billed at \$200 an hour, where the Participant is accused of Corruption (as defined below), and the Legal Plan Administrator determines, in its sole discretion, that the Participant is unlikely to substantially prevail in his or her defense.
 - i. *Corruption Defined.* “**Corruption**” means an act or pattern of conduct which constitutes the commission of at least three episodes of Unlawful Activity, which episodes are not isolated, but have the same or similar purposes, results, participants, victims, or methods of commission, or otherwise are interrelated by distinguishing characteristics.
 - ii. *Unlawful Activity Defined.* “**Unlawful Activity**” means to directly engage in conduct or to solicit, request, command, encourage, or intentionally aid another person to engage in conduct which would constitute any offense described by the following crimes or categories of crimes, or to attempt or conspire to engage in an act which would constitute any of those offenses, regardless of whether the act is in fact charged or indicted by any authority or is classified as a misdemeanor or a felony:
 1. a threat of terrorism, Utah Code Ann. § 76-5-107.3;
 2. theft by extortion, Utah Code Ann. § 76-6-406;
 3. forgery, Utah Code Ann. § 76-6-501;
 4. bribery or receiving bribe by person in the business of selection, appraisal, or criticism of goods, Utah Code Ann. § 76-6-508;
 5. bribery of a labor official, Utah Code Ann. § 76-6-509;
 6. bribery or threat to influence contest, Utah Code Ann. § 76-6-514;
 7. bribery to influence official or political actions, Utah Code Ann. § 76-8-103;
 8. threats to influence official or political action, Utah Code Ann. § 76-8-104;
 9. receiving bribe or bribery by public servant, Utah Code Ann. § 76-8-105;
 10. receiving bribe or bribery for endorsement of person as public servant, Utah Code Ann. § 76-8-106;
 11. official misconduct, Utah Code Ann. §§ 76-8-201 and 76-8-202;
 12. obstruction of justice, Utah Code Ann. § 76-8-306;

13. acceptance of bribe or bribery to prevent criminal prosecution, Utah Code Ann. § 76-8-308;
 14. tampering with a witness or soliciting or receiving a bribe, Utah Code Ann. § 76-8-508;
 15. retaliation against a witness, victim, or informant, Utah Code Ann. § 76-8-508.3;
 16. extortion or bribery to dismiss criminal proceeding, Utah Code Ann. § 76-8-509;
 17. tampering with evidence, Utah Code Ann. § 76-8-510.5;
 18. any act prohibited by the criminal provisions of Part 19, Money Laundering and Currency Transaction Reporting Act;
 19. any act illegal under the laws of the United States and enumerated in 18 U.S.C. Sec. 1961(1)(B), (C), and (D).
- iii. *Appeal of Determination of Corruption.* A Participant may appeal denial of Plan coverage based on determination of “Corruption” to the Legal Plan Administrator. If the Legal Plan Administrator rules against the Participant and the Participant contacts or communicates with the Legal Plan Committee, the Utah State FOP Board of Trustees, or any other Member for the purpose of challenging the determination of Corruption as set forth herein, the Participant waives attorney-client privilege as it relates to the Legal Plan Administrator, Plan attorneys, the firm set forth in Schedule A, or any applicable conflict counsel, and authorizes the same to provide the reason(s) for the determination to the Legal Plan Committee and/or the Board. The Participant shall also waive attorney-client privilege as to any complaint lodged by the Participant to the Utah Bar Association or the Board (as defined herein) insofar as the affected attorney(s) and/or firm may be implicated in such allegations. NOTE: waiver of confidentiality may have significant negative impacts on the Participant relative to any pending or potential criminal prosecution or other legal proceeding. The Participant should solicit independent legal advice from outside the Plan or Plan attorneys before taking any steps that might result in a waiver of privilege.
- b. Plan Provider a Victim. Participant(s) shall not be covered under this Plan and will be responsible for their own legal costs and fees when the Utah FOP, a subordinate lodge, or any law firm or attorney associated with the Plan is the victim in any activity committed by the Participant.
 - c. “Blue-on-Blue” Matters Excluded. Notwithstanding any other provision in the Plan, and in the sole discretion of the Legal Plan Administrator, legal action against any lodge or subordinate lodge, or actions that could include legal or administrative action *against* FOP Members, shall not be covered under this Plan.
 - d. Employment Issues. Employment issues, such as pay and equity or general grievances, hostile work environment, discrimination, sexual harassment, attempts to obtain, protest, preserve, or set aside pension or retirement benefits or benefit determinations, including disability retirement benefits, pay and equity grievances,

or decisions relating to any of these, under any federal, state or local government system, and other related claims or issues are NOT COVERED. Notwithstanding the foregoing, worker's compensation services may be obtained by the lawyer set forth on Schedule D for a reduced rate to the Participant subject to a separate fee agreement between the Participant and that lawyer and/or his firm.

- e. Indemnification and Loss. Except as detailed in the Wage Reimbursement section, the Plan does not indemnify any Participant for any loss incurred, including but not limited to loss incurred as a result of any administrative proceeding, action, judgment, award, settlement, fine or penalty of any kind.
 - f. Plaintiff's Actions. Benefits under the Plan does not include civil plaintiff's actions, counterclaims, or third-party plaintiff actions.
 - g. Costs and Expenses. The Plan does not apply to the cost of bail bonds, expungements, filing fees, appeal bonds or other bonds, or subject matter experts subject to the discretion of the Legal Plan Administrator.
 - h. Conflict Services for Additional Benefits Excluded. The Plan does not provide for any of the Additional Benefits set forth in Section, 10, *supra*, where a conflict of interest exists preventing the organization set forth in Schedule E from extending such services. When, in the sole discretion of the organization identified in Schedule E, a conflict exists, or in the sole and absolute discretion of the organization set forth in Schedule E, it is determined that such service offerings as set forth in Schedule E are not in the best interest of the FOP Member or prospective client or where the organization set forth in Schedule E is unable to offer such services due to a conflict of interest, such services may be withheld from the Participant and the Participant is not entitled to the Additional Benefits.
13. Headings. Notwithstanding any other provision in this Plan, the headings identifying the various sections and subsections of this Agreement are for reference only and do not define, modify, expand, or limit any of the terms or provisions herein.

This Plan Description shall replace in its entirety, any published description, draft, or summary provided in any form or format prior to the date above occurring.

SCHEDULES

SCHEDULE A

The law firm appointed and selected by the Legal Plan Administrator subject to this Plan Description shall be:

Nelson Jones, PLLC

8941 South 700 East STE 203
Sandy, Utah 84070

(801) 981-8779

SCHEDULE B

PARTICIPATION FEES SCHEDULE

The Participation Fee, unless modified via mutual consent by the Legal Plan Administrator and the Utah FOP shall be at least two hundred sixty dollars (\$260) annually per Participant/Member.

SCHEDULE C

Potential conflict panel attorneys are listed below alphabetically by last name:

1. Michael Thornock
2. Tara Isaacson
3. Cara Tangaro

(Attorney Nick McKean may also be used, provided advanced authorization is obtained from the Legal Plan Administrator as he has engaged in an "Of Counsel" position with the firm set forth in Schedule A)

SCHEDULE D

Aaron Gwilliam – WORKER's COMP, please call (801) 810-1324

SCHEUDLE E

The law firm appointed and selected by the Legal Plan Administrator to provide the services described in the Wills, Trusts, and Estates section shall be:

Pearson Butler, LLC

1802 W South Jordan Parkway, Ste 200
South Jordan, UT 84095

The Additional Services provided by Pearson Butler shall be:

Additional Services*

1. Free will based estate plan
2. \$1,000 trust based plan (includes 1 RLT, POA, HCOA, and deed) and the offering includes a 5 month no interest payment plan (\$200/month)
3. 15% discount on all legal fees for all areas except family law, employment, and personal injury
4. Free retirement planning consultation by licensed financial advisor of Lift Wealth Management and Lift Financial.
5. Free financial coaching consultation by licensed financial advisor of Lift Wealth Management and Lift Financial.
6. 15 % discount on all accounting and tax preparation work
7. Additional Services available 6 months prior to retirement of any member include:
 - a. Free review and simple amendment to all estate planning documents previously created by Pearson Butler
 - b. Free retirement assessment and investment consultation by licensed financial advisor of Lift Wealth Management and Lift Financial.