

**Utah State Lodge of the Fraternal Order of Police
Legal Plan; Plan Description
dated and effective May 1, 2016**

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.

This Legal Plan or Plan Description (herein the “Plan”) is held by UTAH FOP LEGAL PLAN, Inc. (or “Legal Plan, Inc.”), a Utah Non-Profit Corporation, and provided subject to the policies and procedures contained herein.

LEGAL PLAN ADMINISTRATOR

Bret W. Rawson, P.C.
PO BOX 901779
Sandy, UT 84090-1779

(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, and Participants shall be required to obtain legal services thereby. This is an express and material condition of the legal services provided herein. The appointed law firm shall be appended hereto as Schedule A.

FINANCIAL DESCRIPTION.

The Plan provides for specific legal services for the benefit of Participants/Members and payment of Legal Defense Costs and Attorney Fees in conflict cases as provided in this Plan Description. Participation fees payable by each Member/Participant shall be determined by the Board and the Legal Plan Administrator and is subject to change from time to time. Participation fees shall be based on the amounts projected to be necessary to pay legal fees, administrative costs and to establish a fund for overhead and contingencies. Participation fees shall be dispersed to the Legal Plan Administrator in an amount contracted with the Legal Plan Administrator for the rendering of services of the Legal Plan. Portions beyond those amounts payable to the Legal Plan Administrator shall be held by the corporate entity housing the Plan and utilized exclusively for the benefit of those participating in the Legal Plan, according to the terms of these policies and procedures.

CHANGES TO PLAN.

The Utah FOP Board (the “Board”) may modify, amend or terminate the Plan upon advice and consent of the Legal Plan Committee of the Utah FOP at any time subject to the Agreement with the Legal Plan Administrator. Any change shall become effective for all participation fees due, benefits accruing and claims made to Members/Participants or reported to the Plan on or after the effective date of the change subject to ratification by the Legal Plan Administrator, and subject to the Agreement with the Legal Plan Administrator.

ELIGIBILITY.

All active Utah FOP members (“active members”) in good standing, who pay all participation fees consistent with the terms herein, are eligible to participate in the Legal Plan and receive legal services as described herein. The Legal Plan Administrator shall make reasonable efforts to ensure that all Participants are active Utah FOP members and otherwise eligible before extending legal services under the Legal Plan.

PREREQUISITES FOR PARTICIPATION.

Participation in, and the right to benefits under the Plan, arises only upon approval of membership by the Utah FOP Board member tasked with authorizing enrollment (the “Enrollment Administrator”), and through ratification by the Legal Plan Administrator of an application to participate in the Legal Plan and payment to the Enrollment Administrator or Treasurer of the respective Utah FOP State Lodge, of applicable participation fees. Participants/ Members must utilize the legal services of the Legal Plan Administrator’s “assign” set forth on Schedule A, unless otherwise set forth herein.

METHOD OF APPLICATION

Utah FOP.

A. Application for participation in the Plan may be made only by 1) joining the Utah FOP Subordinate Lodge associated with the employing agency of the Member and remaining in good standing, or 2) by joining an “Open Lodge” of a Utah FOP Subordinate Lodge and remaining in good standing.

EFFECTIVE DATE OF COVERAGE.

The effective date of Plan coverage for any Participant shall be the first day after the day on

which the Enrollment Administrator approves the application for participation and receives applicable participation fees for individual applicants or satisfactory payment arrangements for applicants, as applicable. Exceptions may be made in limited unique circumstances at the discretion of the Legal Plan Administrator.

RETROACTIVE DATE.

A. A Participant's Retroactive Date is the date the Participant's coverage under the Plan shall be deemed to have started.

B. If a Participant's coverage under the Plan is terminated effective a certain date and is subsequently reinstated effective at a later date, the Participant's Retroactive Date following reinstatement shall be changed to the effective date of reinstatement.

APPROVAL OF PARTICIPATION.

A. Upon approval of any application for participation, the Enrollment Administrator shall provide through its website or otherwise, the following information:

- a. the identity and agency of the enrolling Participant;
- b. the Retroactive Date, applicable to each Participant;
- c. the amount of the annual participation fee applicable to each Participant;
- d. the dates on which participation takes effect and is scheduled to terminate for each Participant if applicable; and
- e. A copy of the current Plan Description which these Policies and Procedures shall be deemed.

B. Each Participant may be issued a participation identification card, which shall contain such information as Legal Plan, Inc. shall determine from time to time. Whenever practical, the Enrollment Administrator shall issue the identification card no later than thirty (30) days after the Participant's effective date of coverage and shall distribute it to the individual, if applicable.

PARTICIPATION FEES

A. Applicable participation fees must be timely paid in order for a Participant to be entitled to benefits under the Plan. Participation fees shall be as set forth in the attached Participation Fees

Schedule (Schedule B), as supplemented, modified or amended from time to time mutually by the Legal Plan Committee and the Legal Plan Administrator.

B. Participation fees shall be payable on a quarterly basis and such additional bases as the Board shall prescribe from time to time. The initial participation fee payment shall be submitted with the application. Thereafter participation fees shall be paid on or before any scheduled due date in the amounts billed by the Enrollment Administrator or respective Treasurer. Bills shall be mailed at least thirty (30) and not more than sixty (60) days prior to the applicable due date.

C. If any payment is not timely made as required in subsection B of this section, the payment shall be delinquent and participation in the Plan shall cease effective as of 12:01 a.m. on the day after the applicable due date. If all delinquent amounts are received by the Enrollment Administrator within thirty (30) days following the due date, participation shall be reinstated automatically, retroactive to the day after the due date; provided, however, that coverage of claims arising during the thirty (30) day reinstatement period of any delinquent payment may be denied following automatic reinstatement, in the Board's discretion. 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 reapplication shall be required.

TERMINATION OF PARTICIPATION AND OF ENTITLEMENT TO BENEFITS.

A. Except as provided otherwise in subsection B of this section, a Participant's participation in and entitlement to benefits under the Plan shall automatically terminate upon:

1. non-payment of participation fees when due;
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 (except that legal representation already undertaken for a particular administrative or criminal representation will continue pursuant to the Utah Professional Rules of Conduct for Attorneys);

or

4. termination of the Participant's membership in the FOP while the Participant remains employed as a law enforcement officer.

B. Termination shall not affect any right to benefits which has accrued prior to the date of termination or during any applicable Extended Reporting Period.

GENERAL PLAN BENEFITS.

Summary:

This Plan will cover any incident that occurs *after* the member signs up and is approved as an FOP member by the Utah FOP State Secretary. **It will not cover incidents before.** In this way, we reduce the financial liability to the Plan by someone incurring a loss, and then joining the Legal Plan. Documentation will need to be provided to the Legal Plan Administrator as to the “date of incident” or other agency documentation of the investigation will be required to establish the same. The Participant/Member shall inform the Legal Plan Administrator of the date of incident. Coverage under this plan is only in affect as long as the Participant/Member belongs to the FOP. At any point that the member terminates their membership, or they are expelled from the Order, their coverage is null and void from that time. Also, in order for any coverage to apply under this Plan, it is required that the Participant/Member participate in their own defense by, among other things, communicating reasonably with the Plan lawyers, telling the truth to the Plan lawyers, and attending all scheduled meetings with the Plan lawyers along with all court appearances as notified by the Court or the Plan lawyers. If the Participant/Member does not participate in their own defense as determined by the Legal Plan Administrator, coverage under the Plan shall not be provided to the Participant/Member and all costs, expenses, legal fees thereafter incurred shall be the responsibility of the Participant/Member. The Plan will not pay for an outside or conflict attorney if the Plan lawyers and/or the appointed firm set forth in Schedule A withdraws due to the Participant/Member’s failure to participate in his or her own defense as set forth in this Summary. If the firm withdraws 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/Member, on his or her own advises the Legal Plan Committee, or the Utah State FOP Board of Trustees or any other Member contacted for the purpose of challenging the withdraw and cessation of benefits under this Plan and as set forth herein, the Participant/Member waives attorney-client privilege as it relates to the Legal Plan Administrator and the firm set forth in Schedule A and authorizes the same to provide the basis for the withdrawal to the Legal Plan Committee and/or the State Board.

A. Subject to the exclusions and limitations stated herein, any applicable limits of liability

specified in this Plan Description, and any coverage limitations or deductibles stated in this Plan Description, the Legal Plan Administrator shall provide or cause to be provided, the reasonable and necessary legal services described herein, subject to reimbursement of the same through applicable statutes referencing reimbursement by the State or any municipal subdivision. In the event of a legal conflict where the Legal Plan Administrator through its assigns, cannot provide legal representation, the Plan shall reimburse and pay on behalf of a Participant reasonable and necessary, such to be determined by the Legal Plan Administrator as to “reasonable and necessary,” the Legal Defense Costs and Fees which the Participant is legally obligated to pay under the Coverages section of these Policies and Procedures, subject at all times to municipal reimbursement to the Legal Plan Administrator whenever available or whenever required or available under State and/or municipal code. By participating in this Plan, it is understood that Participants/Members shall assign to the Legal Plan Administrator the right to statutory reimbursement in its entirety and shall stipulate to the same in writing upon request by the Legal Plan Administrator. It is further understood that nothing in these Policies and Procedures shall prevent the Legal Plan Administrator from seeking costs from the Participant/Member whenever the legal services demanded by the Participant/Member are deemed unnecessary or unreasonable. Otherwise the Plan shall provide for:

1. Legal defense or, subject to the absolute discretion of the Legal Plan Administrator and the Board, other appropriate legal challenge to adverse administrative discipline or sanction based on the Participant’s individual conduct or misconduct in the scope of employment:

a. involving pay, dismissal, change of assignment, demotion, leave of absence, resignation or other professional rights, duties or responsibilities as determined by the Utah FOP Board, where such discipline or sanction arises directly out of the Participant’s activities in the scope of employment; or

b. involving the issuance, suspension, cancellation or revocation of any credential, certification or license issued by federal, state or local authorities, which credential the Participant is required to have in the scope of law enforcement employment;

2. Legal defense of a civil action or proceeding brought against a Participant, arising directly out of the Participant’s activities in the scope of law enforcement employment; provided, coverage does not extend to counterclaims or cross claims in actions brought by a Participant, unless the Board approves otherwise and when the employer does not tender a defense; **The civil coverage in this Legal Plan is excess and only for the tendering of a defense. This Legal Plan does NOT indemnify for any judgment. Also, if your employer defends you in a lawsuit, the Plan**

will not provide an additional lawyer. If your employer refuses to tender a defense, the Plan will only tender a defense consistent with the terms herein unless the employer refuses to tender a defense due to a statutory exception to the requirement to defend the employee in which case this Plan will not provide coverage; and,

3. Legal defense of a criminal action or proceeding brought against a Participant, arising directly out of the Participant's activities in the scope of employment, including grand jury proceedings; and

4. Coverage shall extend to off-duty occurrences which give rise to potential criminal sanctions and/or administrative discipline or sanction subject to the limitations herein defined.

COVERAGES DETAIL:

- A. On Duty & Off Duty Criminal (except where the FOP is the victim)
- B. On Duty Civil (Civil defense of critical incidents where agency does not tender a defense)
- C. Administrative (Department/POST Action)

On Duty & Off Duty Criminal

Legal coverage is for any criminal offense where a conviction of the offense will most likely result in termination/discipline from the employment agency and/or POST. This does not include most traffic offenses, unless it is determined that the traffic offense rises to the level mentioned above. Off-duty coverage is also limited to incidents that occur within the State of Utah, and where the value of legal fees assuming \$125/hr do not exceed a total of ten thousand dollars (\$10,000) in legal fees for off-duty misdemeanors and felonies. The cost and expense of representing Participants/Members for on-duty misdemeanors and felonies must be necessary and reasonable as determined by the Legal Plan Administrator.

On Duty Civil

This is coverage ONLY in critical incident cases where the employing agency refuses to cover the member for allegations arising from an officer's use of arrest powers and use of force on the job. Limitation: **Off Duty civil is not covered under this Plan.**

Administrative

This is coverage for any administrative action within the department, *where the results of the action will likely result in time off without pay, up to termination*. It also covers all POST investigations and hearings, up through the POST Council Hearing. Depending on the circumstance, it may also cover appeals through the Court of Appeals. However, for all appeals the Legal Plan Administrator shall have sole and absolute discretion for making a legal determination as to whether an appeal has “merit” for purposes of appeals to any district court, Court of Appeals or Supreme Court, and the Plan shall not cover appeals that do not have legal merit or are otherwise *futile* in the estimation of the Legal Plan Administrator.

Conflict Waiver and Local Lodge Support

The Participant/Member waives all legal conflicts between and among his or herself and the Legal Plan Administrator and the firm set forth in Schedule A. The Participant/Member also recognizes and consents to the Legal Plan Administrator’s prior occurring and concurrent representation of the Utah State Lodge of the Fraternal Order of Police and acknowledges that they have been informed, in writing, as to the nature of this potential conflict, and that they have had the opportunity to seek and obtain at their own expense and cost, independent counsel of their choosing, to evaluate this Legal Plan and the potential for conflict, prior to agreeing to participate in the Plan as a Participant/Member. 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 FOP or the Legal Plan Inc.. The Participant/Member recognizes that 1) they are 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 detail, AND an intake form is signed by an authorized member of the firm set forth in Schedule A and countersigned by the Participant/Member and 2) the Participant/Member by participating in this Plan 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, 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. Notwithstanding this the Participant/Member, by participating in the Legal Plan, does waive the potential conflict(s) as set forth herein.

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, 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, and only if, the Legal Plan Administrator and/or its “assign” enter into a 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 effected by the proposed representation, and subject to the waiver of the Utah State Lodge.

“BLUE ON BLUE” matters excluded

This Plan is an individual plan for Criminal, Civil (as excess), and Administrative matters. Any local lodge support is incidental and not intended to form an attorney-client relationship, but nothing in this Legal Plan shall prevent an arrangement where a separate agreement for representation exists. Notwithstanding any other provision in these Policies and Procedures, legal action against any lodge or subordinate lodge, or actions that could include legal or administrative action *against* FOP members, will not be covered under this plan.

Employment issues, such as Pay and Equity Grievances, Workers Compensation, Hostile Work Environment, Discrimination, Sexual Harassment, and other related issues are not covered.

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 and receives time off without pay may be entitled to reimbursement through Legal Plan, Inc., of those hours off, up to \$500. 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 handed down. 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 attorney at any point in the investigation, with the exception of an initial consultation. This benefit is available to members one time per calendar year. Unless otherwise provided for in writing, it shall be the responsibility of the Utah State Lodge to make this reimbursement subject to the terms of this Legal Plan.

CONFLICT AND CORRUPTION CASES

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 for the purpose of handling such conflicts. Attorneys placed on this panel of authorized potential 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 its assign, but within the aforementioned “panel”. Attorneys on this panel must agree, in writing, to the representation, and to undertake it for the FOP Legal Plan rate of \$125 per hour and upon 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. Participants on the panel and the Participant/Member 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. 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 a) not abide the terms of any agreement between the panel attorney and the Legal Plan Administrator or b) 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/Member at his or her own discretion may opt to keep the panel attorney but this Plan shall not subsequently provide coverage under the Plan and the Participant/Member is thereafter responsible for all attorney fees associated therewith. Any member notified that they must select conflict counsel, 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.

Also, when a client of the Legal Plan Administrator’s “assign” or conflict counsel, does not take the advise of their attorney, and consequently creates an issue for ongoing representation under the Utah Rules of Professional Conduct for attorneys, because the Participant refuses to abide the counsel of their attorney, it is understood that the attorney may withdraw as counsel and coverage under this Plan will not thereafter apply. Participants shall not be permitted to ignore their attorney’s counsel only to create a conflict resulting in the Legal Plan paying or providing for additional or subsequent outside counsel. In such occurrences, the Participant/Member is responsible for all subsequent attorney fees, costs and expenses and this Plan shall not cover.

***When the Utah State Lodge or a subordinate lodge is the victim in any activity (criminal or administrative) committed by an FOP member, the Member shall not be covered under this plan and will be responsible for their own legal fees. Additionally, if a plan member is involved in a case of corruption, this plan will only cover up to \$2500 in criminal and \$1500 in administrative coverage at \$125/hr. Civil cases in this area will not be covered. Corruption shall be defined as – an act or pattern of conduct (not necessarily to include allegations involving multiple occurrences, or allegations that a reasonable member would not believe qualifies as corruption)*

as it relates to: allegations of extortion, malicious abuse of process, bribery, theft, misuse of public monies – Additionally defined as a specific form of police misconduct designed to obtain significant financial benefits, other serious personal gain, or career advancement for a police officer or officers, in exchange for not pursuing, or selectively pursuing, an investigation or arrest, or to unfairly aid the career of the member. The member may appeal a designation of “corruption” to the Legal Plan Administrator. If the Legal Plan Administrator rules against the Participant/Member, and the Participant/Member, on his or her own advises the Legal Plan Committee, or the Utah State FOP Board of Trustees or any other Member contacted for the purpose of challenging the determination of “corruption” as set forth herein, the Participant/Member waives attorney-client privilege as it relates to the Legal Plan Administrator and the firm set forth in Schedule A and authorizes the same or either of them to provide the basis for the determination to the Legal Plan Committee and/or the Utah State Board of the FOP.

EXTENDED REPORTING PERIOD.

A. Except as provided in subsection B of this section, this Plan applies only to claims/allegations that are first made to the Participant/Member and reported to the Plan on or after the Participant’s Retroactive Date, and on or before the date of termination of the applicable coverage with respect to that Participant. In addition, the claim must arise out of an occurrence, acts or events commencing between the same dates. For purposes of determining the respective dates on which a claim is made and reported:

1. a claim shall be deemed made to the Participant when the Participant is first notified by any person of information suggesting the possibility of a claim;
2. a claim shall be deemed reported to the Plan when Notice of such claim is first received by the Legal Plan Administrator; and
3. all claims by a Participant arising out of the same occurrence, acts or events shall be deemed made and reported on the respective dates the first claim is made to the Participant and reported to the Plan.

B. Claims first reported during an Extended Reporting Period shall be covered only as described in this subsection.

1. An Extended Reporting Period applies only if:
 - a. a Participant’s coverage is canceled or terminates other than because a

Participant's membership in the FOP is terminated or suspended; or

b. the Plan renews or replaces the applicable certificate of participation with a new plan that:

i. has a retroactive date later than the Participant's Retroactive Date under this Plan; or

ii. does not apply on a claims-made basis.

2. The Extended Reporting Period commences on the date a Participant's applicable coverage terminates, and extends:

a. five (5) years for any claim arising out of a covered occurrence which took place prior to termination, if such occurrence is reported to the Plan not later than one hundred twenty (120) days after the date of termination; or

b. one hundred twenty (120) days for all other claims.

3. The Extended Reporting Period applies only to claims for occurrences, acts or events that commence after the Participant's Retroactive Date, and on or before the date of termination of the applicable coverage with respect to that Participant.

4. If the Extended Reporting Period applies, covered claims which are first reported during the Extended Reporting Period shall be deemed made on the last day before the applicable date of termination.

5. The Extended Reporting Period does not reinstate or increase the limits of liability applicable to any claim.

EXCLUSIONS:

PLAN IS EXCESS.

A. The coverages and benefits provided under the Plan do not apply to:

1. claims for occurrences involving activities not in the scope of employment except as provided herein;

2. claims relating to a collective bargaining agreement (other than grievances arising

from disciplinary action against a particular individual Participant and as otherwise set forth herein), workers' compensation, occupational health and safety, unemployment compensation, disability benefits, or similar laws or programs, unless otherwise provided for herein;

3. payment or indemnification 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;
4. claims or matters for which legal defense is available under your employer's motor vehicle liability insurance policy or any other plan or insurance, as provided herein;
5. lawsuits which do not arise directly from alleged acts or omissions of the Participant in the scope of employment;
6. attempts to obtain, protest, preserve or set aside pension or retirement benefits or benefit determinations, including disability retirement benefits, or decisions relating to any of these, under any federal, state or local government system;
7. the cost of bail bonds, expungements, filing fees, appeal bonds or other bonds; and
8. as otherwise excluded or limited by this Plan Description.

B. If any other valid and collectible plan or insurance is obligated to cover and/or is available to the Participant for 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.

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/Member 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.

Prior to seeking benefits under the Plan, the Participant agrees to:

1. 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;
2. execute and deliver instruments and other documents and do whatever else is necessary to pursue such coverage claims and municipal reimbursement; and
3. do nothing to prejudice the rights of the Legal Plan Administrator to recover money or benefits due the Participant in connection with such coverage claims. The Legal Plan Administrator, and/ or its assign, shall pay all expense for the pursuit of such coverage claims and municipal reimbursement, and reserves the right to assume the legal representation of the Participant for that purpose.

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 shall be provided at a discounted rate as determined by the Legal Plan Administrator and its assign.

Dated and Effective May 1, 2016

SCHEDULE A

The appointed firm and “assign” of the Legal Plan Administrator subject to this Plan Description shall be:

Nelson Jones, PLLC
8941 South 700 East
STE 203
Sandy, Utah 84070

PARTICIPATION FEES SCHEDULE/SCHEDULE B

The Participation Fee for the calendar year 2016 shall be two hundred forty dollars (\$240).

SCHEDULE C

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

Tara Isaacson – Salt Lake City

Lindsay Jarvis – Sandy

Christina Sloan – Moab

Cara Tangaro – Salt Lake City