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LDF

CCPOA Legal Defense Fund

PLAN DOCUMENT
AND
SUMMARY PLAN DESCRIPTION

CCPOA Benefit Trust Fund

Effective: July 1, 2026



CCPOA LEGAL DEFENSE FUND

PLAN DOCUMENT AND SUMMARY PLAN DESCRIPTION

Effective January 1, 2004
Amended and Restated July 1, 2026

This Benefit Trust Fund program is governed by the BTF LDF Plan. A copy of this plan may be downloaded from our website: ccpoabtf.org.

You can ask for a paper copy of the Trust's plans or programs at any time, even if you have agreed to receive the notice electronically. The Trust Administrator will provide you with a paper copy promptly.

DEAR PARTICIPANT:

This booklet summarizes and describes the CCPOA Legal Defense Fund benefits for certain incidents that occur within the course and scope of employment. This booklet acts as the plan document and summary plan description for those benefits*. In the event you need to utilize Legal Defense Fund coverage, please call the 24-hour Hotline at 1-800-882-9906.

KEEP A COPY OF THIS BOOKLET FOR YOUR REFERENCE.

If you have any questions about this document or desire further information, please contact the Plan's Legal Administrator at 1-800-882-9906, the office of the CCPOA Benefit Trust Fund.

Respectfully,

Board of Trustees, CCPOA Legal Defense Fund

** If you are covered under one of the plans administered by a third party through the CCPOA Benefit Trust Fund, that third party administrator is responsible for providing you with a document that describes those benefits. This CCPOA Legal Defense Fund booklet does not describe any legal service benefits that are administered through a third party benefit plan providing non -course and scope personal or family legal benefits. Neither the CCPOA Legal Defense Fund nor the CCPOA Benefit Trust Fund assumes any liability for a third party administrator's actions or benefits.*

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SUMMARY INFORMATION

Effective July 1, 2026

1 Benefits Described in this Document:
CCPOA Legal Defense Fund: The primary legal service benefits provided under this Plan are the CCPOA Legal Defense Fund Plan ("LDF" or "Plan" or "CCPOA LDF" or "Fund") benefits.

The CCPOA LDF is a Trust governed by a Board of Trustees whose powers and duties include control and management of the Plan. The Plan is governed by the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). This Plan is an employee benefit plan within the meaning of ERISA. If there is any conflict of interpretation with any law of the State of California, ERISA and applicable federal law will prevail. You should refer to Section 11 to obtain your "Statement of ERISA Rights."

2. This Document.
This document is the plan document and summary plan description ("SPD") for LDF. This booklet does not describe any legal defense benefits that are not for incidents that occur within the Course and Scope of Employment from a plan that is administered separately from the LDF. The CCPOA LDF does not assume any liability for actions or benefits when those benefits are administered by a party other than the CCPOA LDF.

3. Name, Address and Telephone Number of Sponsoring Organization:
LDF is sponsored by the CCPOA LDF Board of Trustees. The address and phone number for the sponsoring organizations is:

CCPOA LEGAL DEFENSE FUND
BOARD OF TRUSTEES
2515 Venture Oaks Way, Suite 200
Sacramento, CA 95833-4235
1-800-468-6486
1-916-779-6300

4. Identification Number:
LDF: The employer identification number assigned to the CCPOA LDF by the Internal Revenue Service is 68- 6072830. The Plan number is 501.

5. Type of Plan:
LDF: LDF is provided by the CCPOA Legal Defense Fund, which is a group legal services plan.

6. Type of Administration:
LDF is administered by a Board of Trustees, which utilizes the assistance of in-house administration at the California Correctional Peace Officers Association ("CCPOA"). The CCPOA is the Legal Administrator of the LDF ("Legal Administrator").

7. Name, Address and Telephone Number of Plan Administrator:
BOARD OF TRUSTEES OF THE
CCPOA LEGAL DEFENSE FUND
2515 Venture Oaks Way, Suite 200
Sacramento, CA 95833-4235
1-800-468-6486 / 916-779-6300

8. Name and Address for Service of Legal Process:
CCPOA LEGAL ADMINISTRATOR
2515 Venture Oaks Way, Suite 200
Sacramento, CA 95833-4235

Each member of the Board of Trustees is also an agent for the purpose of accepting service of legal process on behalf of LDF. The names and addresses of the Trustees are set forth in Appendix C.

9. Names, Titles and Addresses of Trustees of the CCPOA Legal Defense Fund:
Please refer to Appendix C for a list of current trustees. Five voting trustees, and two ex-officio trustees oversee the Plan . The two (2) ex-officio trustees are appointed by the CCPOA State President and ratified by the CCPOA Board of Directors. The three voting trustees are CCPOA members who are nominated and elected by the delegates at the annual CCPOA Convention. Each elected trustee serves a three-year term, with a staggered election so that only one of these trustees is elected each year. Additionally, two voting trustees are appointed by the President of CCPOA at the CCPOA annual convention, with the two spots alternating in a two-year cycle. The appointments of the two Trustees appointed by the President are made every other year pursuant to the CCPOA's standard operating procedures and bylaws.

The CCPOA BTF publishes a Notice of Intent to Run form during the annual open nomination period. The Notice may

be acquired from the BTF at 1-888-779-6327 or on the BTF website, www.ccpoabtf.org.

All Trustees may be reached by mail at the CCPOA LDF office located at 2515 Venture Oaks Way, Suite 200, Sacramento, CA 95833-4235.

10. Applicable Memorandum of Understanding.
The applicable memorandum of understanding is the current agreement between the State of California and CCPOA covering Bargaining Unit 6 (Corrections).

11. Participation, Eligibility and Benefits.
The remaining portion of this document sets forth the participation provisions, eligibility requirements, and benefits provided under LDF.

12. Examples of When Coverage May Be Granted or Denied.
Appendix A to this document contains a list of examples of when coverage may be granted or denied under the Plan. These are only examples; all benefits provided under the Plan are subject to all of the terms set forth in this document.

13. Chart of Plan Benefits.
Appendix B to this document contains a chart that sets forth a summary of the Plan benefits and the premiums for such benefits. The benefits described in the chart are subject to all of the terms set forth in this document.

None of the benefits described in this plan document and SPD are insured by any contract of insurance and neither the Board of Trustees, the CCPOA LDF, nor any other individual or entity have any liability to provide payment over and beyond amounts in the CCPOA LDF collected and/or available for such purpose.

INFORMATION REGARDING PARTICIPATION, ELIGIBILITY AND BENEFITS

SECTION ONE - DEFINITIONS

1.1 "Active Member" A member in good standing of CCPOA or of a Member Association of LDF who is not a retired, honorary, or associate member of CCPOA or such Member Association.

1.2 "Administrative Office" The administrative office of CCPOA LDF.

1.3 "Administrator" A person, persons or legal entity appointed from time to time by the Trustees to supervise the timely filing of all documents pursuant to the Employee Retirement Income Security Act of 1974, as amended, the Internal Revenue Code, and any and all other federal, state and local regulatory provisions to which this Plan and the Trust Agreement establishing it are subject and to perform any and all other duties as may be assigned by the Trustees.

1.4 "CCPOA" California Correctional Peace Officers Association.

1.5 "CCPOA BTF" or "BTF" CCPOA Benefit Trust Fund.

1.6 "CCPOA LDF" or "LDF" or "Plan" or "Fund" CCPOA Legal Defense Fund.

1.7 "CCPOA Member(s)" Employees of bargaining unit 06 (for which CCPOA is the recognized bargaining representative under applicable labor law), who has submitted an application, and is having or in the process of having dues deducted from their pay warrants.

1.8 "Claim" The filing of a request or requests for coverage under this Plan by a Participant who is named in one or more criminal complaints, informations or indictments, alleging the commission of one or more criminal offenses which are related by a similar factual nucleus; or the filing of a request or requests for coverage under this Plan by a Participant who is named as a defendant in a civil complaint or complaints filed in state or federal court (with the exception of small claims court), which

allege the commission or omission of one or more acts by such Participant and which arise out of a similar nucleus of facts. One may have separate criminal and civil claims arising out of a similar nucleus of facts. Infractions are not covered by this Plan and cannot be the basis of a claim for benefits under this Plan.

1.9 "Concerted Labor Activity" Concerted failure to work, to respond to orders to work, or concerted use of sick leave or calling in sick, but not to encompass criminal conduct, including but not limited to vandalism, petty theft, arson and assault, unless the criminal conduct alleged is trespass or obstruction of justice which arises out of concerted labor activity, or criminal conduct arising out of an injunction action.

1.10 "Course and Scope of Employment" Actions or omissions occurring while a Participant is on-duty as a Peace Officer or Public Safety Employee which are not inimical to or unconnected with the law enforcement and public safety mission of Peace Officers or other Public Safety Employees, as determined by the Trustees. Notwithstanding any other provision of the Plan, when the Trustees or Legal Administrator determines, based on clear and convincing evidence, that a Participant has committed an act or omission which would constitute an act outside of, inimical to, or unconnected with the law enforcement or public safety mission of Peace Officers or Public Safety Employees, no coverage shall be provided under the Plan.

1.11 "ERISA" The Employee Retirement Income Security Act of 1974, as amended.

1.12"Legal Administrator" A person or persons appointed from time to time by the Trustees to supervise the provision of legal services under LDF and to whom the Trustees have delegated certain administrative functions including the discretion to make initial eligibility determinations. As of the date of the publishing of this SPD, the CCPOA is the Legal Administrator.

1.13 "Member Association" or "Association" CCPOA, or any other association representing Peace Officers and/or other Public Safety Employees which meets the Trustees' requirements for membership in the Plan.

1.14 "Monitor" Action by the Legal Administrator or his or her designee to observe the progress of a civil case against a Participant in which defense has been tendered to the Participant's employer to determine whether the appointment of a Panel Attorney as individual counsel for a Participant is

necessary. Monitoring may include but shall not be limited to receipt and review of pleadings, discovery documents and status reports from a participant's legal counsel, and discussion with the employer's legal counsel when necessary.

1.15 "Occurrence" Any act or series of acts or omissions, alleged to have been committed or omitted within the Course and Scope of Employment which arise out of a similar nucleus of facts, and which form the basis of criminal charges or a civil action.

1.16 "Panel Attorney" An attorney appointed from time to time by the Trustees or the Legal Administrator to monitor and provide legal services under the Plan.

1.17 "Participant" A Peace Officer or Public Safety Employee who meets the eligibility criteria for benefits under this Plan.

1.18 "Participation Agreement" The agreement entered into between CCPOA or any other Member Association, and CCPOA LDF or CCPOA BTF, establishing the terms for participation in this Plan.

1.19 "Peace Officer" Any active peace officer, as that term is defined in California Penal Code Section 830.5, et seq. (for other jurisdictions, reference shall be to the comparable statute, or, in the absence of such statute, by reference to California statutes by analogy) who is an Active Member.

1.20 "Pitchess" Pitchess v. Superior Court of Los Angeles County, 11 Cal. 3d 531(1974), upholds the right, under appropriate circumstances, of an accused to seek and obtain discovery of investigative records.

1.21 "Public Safety Employee" Any person considered a public safety employee by the Trustees in their sole discretion who is not a Peace Officer but who is an Active Member of a Member Association.

1.22 "Relevant" A document is relevant if it (i) was relied upon in making a benefit determination, (ii) was submitted, considered or generated in the course of making a benefit determination, without regard to whether such document, record or other information was relied upon in making a benefit determination, or (iii) demonstrates compliance in making a benefit determination in accordance with the Plan document and that, where appropriate, the Plan provisions have been applied consistently with respect to similarly situated claimants.

1.23 "Retired Annuitant" A retiree who is a member of the Retired Chapter of CCPOA and whose employment by the State of California complies with all CalPERS rules and regulations. Retired Annuitants are considered temporary employees and are restricted to working a maximum of 960 hours in a fiscal year (July 1 to June 30 of the following year).

1.24 "Trust Agreement" The Trust Agreement establishing the CCPOA LDF and any amendments, extensions or renewal thereof.

1.25 "Trustees" The Board of Trustees of CCPOA LDF.

SECTION TWO - ELIGIBILITY FOR BENEFITS

2.1 Initial Eligibility for Benefits.
If you are a Peace Officer or Public Safety Employee and are an Active Member of CCPOA or a Member Association or a Retired Annuitant who voluntarily purchases coverage and monthly deductions are made from your retirement check issued by CalPERS, you will become a Participant eligible for the LDF benefits that are described below. The coverage is only for your acts or omissions that occur in the Course and Scope of Employment and which occur subsequent to your effective date in the Plan. However, you will only be eligible for LDF benefits if the Association of which you are member has executed a Participation Agreement. The Participation Agreement must require contributions for all Peace Officers and/or Public Safety Employees who are Active Members of your Association, and set forth other terms and conditions required by the Trustees.

2.2 Contributions for LDF.
If you are a Participant, contributions are made on your behalf by your Member Association or pursuant to a memorandum of understanding for LDF benefits. As a Retired Annuitant you must enroll and have monthly deductions made from your retirement check issued by CalPERS. The amount of contributions required by a Member Association in order for you to be eligible for benefits under this Plan is governed by Section 10. Section 10 also describes delinquent payments made by a Member Association. If Participants are required to make contributions for coverage under LDF, the amount of the Participants' contributions will be set forth in Appendix B.

2.3 Limitations on Eligibility.
You will not be eligible for any benefit under the Plan if any of the following conditions are met:

a. Former Member. If you are not an Active Member or Retired Annuitant, you will not be eligible for benefits under the Plan, except insofar as the event giving rise to the claim occurred while you were an Active Member or Retired Annuitant and an eligible Participant in the Plan.

b. Approved Leave of Absence. If you are on a leave of absence approved by your employer, you will be eligible for benefits under the Plan for events occurring prior to your approved leave of absence, assuming all other conditions set forth in the Plan are met. Events occurring while you are on a leave of absence are not covered by the Plan.

c. Dues Not Deducted. If your name does not appear on the monthly State of California payroll roster or other public entity payroll roster verifying dues deductions payable of the appropriate contributions to the Funds, you will not be eligible for benefits under the Plan.

2.4 Method of Application.
Application for your participation in this Plan for LDF benefits will be submitted by your Member Association to CCPOA LDF on forms provided by CCPOA. Active members cannot submit an individual application for participation in LDF.

2.5 Termination of All Benefits.
If you are a Participant, all benefits will automatically terminate:

a. When your participation in the Plan terminates, except insofar as the acts or omissions giving rise to the claim occurred prior to such termination while you were an Active Member; or

b. When your membership in the Member Association terminates, except insofar as the acts or omissions giving rise to the claim occurred prior to such termination while you were an Active Member; or

c. Subject to Section 2.9, when you are no longer an Active Member, or a Retired Annuitant, or your employment terminates, except insofar as the acts or omissions giving rise to the claim occurred prior to such termination while you were an Active Member or Retired Annuitant; or

d. If you fail to pay the required premiums under the Plan; or

e. When there are inadequate Plan resources for the payment of benefits; or

f. When the Plan or benefits are terminated.

2.6 Termination of Benefits Based on a Claim or Claims.
If you are a Participant, benefits based on a claim or claims shall automatically terminate:

a. When a decision is made by the Trustees or Legal Administrator that your actions which are the subject of the complaint are neither within the Course and Scope of Employment nor Concerted Labor Activity which is covered by the Plan as described in Sections 1.10 and 3.8; or

b. When you fail to cooperate with your assigned Panel Attorney, the Trustees or the Legal Administrator or;

c. When benefits are provided to you based on your misrepresentations; or

d. When the Trustees or Legal Administrator determines that you have rejected a reasonable settlement offer; or

e. When determined by the Trustees or the Legal Administrator that the coverage provided to you should be terminated because the actions upon which your claim is based are not within the Course and Scope of Employment (as described in Section 3.15); or

f. When, in accordance with Section 3.14, coverage is terminated because you failed to return a reimbursement and subrogation agreement within the required time period.

2.7 Limitations on Coverage.
Provision for benefits for one type of action (criminal or civil) shall not automatically entitle you to benefits for another type of action. For example, the grant of benefits for a criminal action does not mean that benefits will be granted for a related civil matter.

2.8 Continuous Coverage.
Continuous coverage will be granted in the event you are transferred, without a break in service, from one Member Association to another Member Association and the appropriate contributions are and have been made.

SECTION THREE - BENEFITS

Subject to the exclusions and limitations set forth in this document, if you are a Participant, you will be provided the benefits, as described hereafter, if you meet the eligibility criteria described in Section 2.

3.1 Legal Services for Civil or Criminal Actions.
A Participant in LDF will be eligible for the following legal service benefits to the maximum amount described in Appendix B:

a. Legal representation in any civil or criminal action, proceeding, or investigation arising from an act or omission that is within your Course and Scope of Employment, including civil or criminal action brought as a result of your involvement in Concerted Labor Activity (subject to the conditions set forth in Section 3.8). Criminal coverage commences when it appears reasonably probable that criminal prosecution or investigation regarding the same will commence.

b. All customary and reasonable investigative services in preparation for an action described in Section 3.1(a) hereof, whenever it appears reasonably probable that such an action will commence.

3.2 Maximum Amount of Civil Coverage.
The maximum amount of civil coverage is described in Appendix B.

3.3 Maximum Amount of Criminal Coverage.
The maximum amount of criminal coverage is described in Appendix B.

3.4 Discretion of the CCPOA LDF Board of Trustees.
If the Trustees determine that the defense of any criminal or civil case furthers the legal interests of the Participants of the Plan generally, it can authorize payments for civil and criminal coverage in excess of the amounts described above.

3.5 Coverage May be Denied.
Coverage shall be denied in the event the date of the incident giving rise to the action pre-dates your dues deduction or your voluntary enrollment as a Retired Annuitant.

3.6 Multiple Charges.
In the event a civil or criminal action is instituted against you in which multiple charges are contained, the Trustees will

apportion coverage with respect to the number and weight of the multiple issues.

3.7 Coverage Limitations.
All benefits provided to you as a Participant under the Plan are subject to the coverage limitations described above.

3.8 Legal Representation for Concerted Labor Activity.
If you are a Participant, you will be entitled to legal representation, including representation in a civil or criminal contempt action, for Concerted Labor Activity arising out of a dispute over wages, hours, or terms and conditions of employment between your Member Association and your employer, provided that:

a. The Trustees approve benefits under the Plan after establishing that your Member Association has exhausted all reasonable procedures or other means to resolve the labor dispute and did so prior to resorting to any such Concerted Labor Activity; and

b. Your Member Association has been covered under the Plan for at least six (6) months prior to the date of such Concerted Labor Activity.

3.9 Legal Representation Involving Government Code Section 995.
California Government Code Section 995 provides that in certain situations, a public entity will provide defense of a civil action brought against an employee for acts or omissions in the scope of his/her employment as an employee of the public entity. In the event that the State of California or other governmental entity fails to fulfill its obligation to you under Government Code Section 995 with respect to a matter contemplated by the benefits provided under this Plan and, in the sole discretion of the Trustees, such duty to defend exists under the existing facts and circumstances there extant, then the Trustees may authorize Plan services to petition for and/or undertake your representation respecting such matter.

3.10 Legal Representation Involving Government Code Sections 995.6 or 995.8.
California Government Code Section 995.6 states that in certain situations, a public entity may provide for the defense of an administrative proceeding brought against an employee if the proceeding is brought on account of an act or omission in the scope of his/her employment as an employee of the public entity and the public entity determines that such defense would be in the best interest of the public entity. California Government Code Section 995.8 includes defense for certain criminal actions or proceedings that are brought against

public employees for acts or omissions in the scope of their employment as an employee of the public entity. In the event that, pursuant to Government Code Sections 995.6 or 995.8, the State of California or other governmental entity undertakes your defense with respect to a matter contemplated by the benefits provided under this Plan and, the Trustees determine in their sole discretion, such defense is handled incompetently or improperly such that your rights are prejudiced thereby, then the Trustees may authorize Plan services to petition for and/or appoint representation for you respecting such matter.

3.11 Legal Representation Involving Government Code Section 995.2.

California Government Code Sections 995.2(a)(3) and 995.2(c) state that in certain situations, a public entity may refuse to provide defense to public employees for proceedings that are brought against them for acts or omissions in the scope of their employment if the defense would cause certain conflicts. In the event the State of California or other governmental entity in the judgment of the Trustees should but fail to invoke Government Code Sections 995.2(a)(3) or 995.2(c) in your defense with respect to a matter contemplated by the benefits provided under this Plan, then the Trustees may authorize Plan services to petition for and/or to appoint representation for you respecting such matter.

3.12 Right of a Deceased Participant's Estate.

If at the time of your death you are a Participant, your estate shall be entitled to the benefits under this Plan to which you were entitled at the time of your death.

3.13 Review of Coverage Granted by the Legal Administrator or by the Trustees.

Whenever the Legal Administrator determines that you will be provided benefits under the Plan, the Trustees or the Legal Administrator can review that benefit determination at any time and terminate benefits (i.e., when additional facts reveal the actions upon which your claim is based are not within the Course and Scope of Employment or you are otherwise not entitled to coverage). You will be notified in writing if benefits are terminated. Such subsequent determination to terminate benefits will not affect the Fund's obligation to cover the services rendered between the initial determination and the subsequent termination of benefits. If benefits are terminated, the Trustees and Legal Administrator will handle the matter in accordance with the claims procedures provided in the Plan in Section 6 .

3.14 Agreement Regarding Third Party Recovery.
A determination to provide benefits by the Legal Administrator (or the Trustees, in the event an initial claim is denied by the Legal Administrator) will be contingent upon your or your legal representative's completion and return to the Legal Administrator of a reimbursement and subrogation agreement in which you agree in writing to abide by the terms of that agreement, and which sets forth the Plan's right to recover amounts from you or any third parties on your behalf as described in the agreement. The reimbursement and subrogation agreement will be provided to you when the benefits are granted (or as soon as possible thereafter) and you must return the agreement (completed and signed) no later than 30 days after the Fund sends you the agreement. If you fail to return the completed and signed agreement within the 30-day time period, your benefits will automatically terminate at the end of that 30-day time period. Such termination of benefits shall not affect the Fund's obligation to cover the services rendered between the initial benefits determination and the subsequent termination of benefits. If benefits are terminated, the Legal Administrator will handle the matter in accordance with the claims procedures provided in the Plan in Section 6.

3.15 Course and Scope of Employment.
Notwithstanding any other provision of this Plan, Government Code Section 815.2 and interpretations thereof, when the Trustees or the Legal Administrator determine that you have committed an act or omission that is not within the Course and Scope of Employment or have engaged in Concerted Labor Activity that is not covered under Section 3.8, no coverage shall be provided under this Plan.

SECTION FOUR - LIMITATIONS

The provisions of benefits under this Plan are subject to the following limitations, in addition to any and all limitations set forth elsewhere in this Plan. This Section does not provide you with rights to benefits; you must be eligible for Plan benefits as described in Section 2 and Section 3.

4.1 Employer Accepts Defense and Agrees to Indemnify.
No benefits shall be provided under this Plan in any civil proceeding in which your employer or its insurer, whether by agreement, policy or operation of law (e.g., California Government Code Section 825 regarding "Indemnification of Public Employees," or Section 995 regarding "Defense of Public Employees," or applicable case law) agrees to or undertakes to provide a defense, and further agrees to or undertakes to indemnify you for all damages arising out of the proceeding.

4.2 Employer Refuses Defense.
In the event your employer or its insurer refuses to defend the civil proceeding, then you will be eligible for benefits as set forth in Section 3, and the Fund will be subrogated to your rights against your employer or its insurer.

4.3 Improper or Incompetent Representation.
In the event a decision is made in the sole discretion by the Trustees that the office of the Attorney General of the State of California or an attorney appointed thereby or selected by the employer is improperly or incompetently handling a matter or, because of the complexity and difficulty of the litigation does not have the necessary expertise to handle the matter, such that your rights are directly prejudiced thereby, then you shall be eligible for benefits as set forth in Section 3, and the Plan shall be subrogated to your rights against your employer or its insurer.

4.4 Conflict of Interest.
In the event the Trustees, in their sole discretion, determine that a conflict of interest exists, your rights are directly prejudiced thereby, and your rights can be protected only by extension of coverage hereunder, then you shall be eligible for benefits as set forth in Section 3, and the Fund will be subrogated to your rights against your employer or its insurer. Such conflicts may arise between the employer and you, or between or among you and another Participant(s) against whom charges or claims are made.

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

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

As a condition of participating in and receiving benefits from the Plan, you agree to the provisions set forth in this Section. At the time the Plan provides benefits to you, you (or other party on your behalf) agree to grant the Plan a first right of reimbursement and restitution with an equitable lien by contract in any amount that you recover or is recovered on your behalf, from any third party in settlement or as damages (other than for lost compensation), attorneys' fees or costs or in a case in which the Plan provided or is providing benefits to the full extent of the expenditures made by the Plan on your behalf. You are required to inform the Plan immediately of any such recovery. You agree to hold any such amount that you recover or is recovered on your behalf as the Plan's constructive trustee until such equitable lien by contract is completely satisfied. As the constructive trustee for the Plan, you agree to immediately pay the Plan any amounts that you recover or are recovered on your behalf to satisfy the equitable lien by contract. In the event a dispute arises with regard to the amount due to the Plan under this Section, you (or other party on your behalf) agree to segregate any funds received and hold them in an escrow account as the Plan's constructive trustee pending resolution of the rights of the Plan. You agree to cooperate (and to encourage the full cooperation of other involved parties) with the Plan in obtaining reimbursement and, upon request, to execute any and all documents as determined to be necessary, and as requested by the Plan. You are precluded from using the "make whole" doctrine, comparative fault, or common fund doctrine

to reduce the amount that the Plan may recover or to avoid having to reimburse the Plan.

If you fail to comply with the Plan's right of reimbursement described in this Section, in addition to any other right of recovery, the Plan may offset the amount which should have been reimbursed against any other payment for benefits that may otherwise be (or become) payable to you under the Plan. The Trustees may, however, in their sole discretion, reduce the amount of reimbursement otherwise required to account for special circumstances.

4.7 Subrogation.
As a condition of participating in and receiving benefits from the Plan, you agree to the provisions set forth in this Section. Without in any way limiting the provisions of Sections 3.14 or 4.6 above, the Plan shall be subrogated to any and all of your claims, demands, causes of action, or rights of recovery that may arise against any person or entity that may be related to benefits provided by the Plan, to the full extent of any and all payments made or to be made by the Plan. The Plan reserves the right to intervene or join in any action or proceeding and to participate in any settlement negotiations related to such claims, demands, causes of action, or rights of recovery. If you have a right of action against any third party for damages, attorneys' fees or costs and you do not wish to pursue the action, you must agree in writing (in the reimbursement and subrogation agreement described above) to assign those rights to the Plan to the extent lawfully permissible, to assist the Plan in its prosecution of such cause of action, and to do nothing to prejudice the rights of the Plan in such action.

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

4.9 Non-Cooperation or Misrepresentation by Participant.
No benefits will be provided to you if you knowingly make false or fraudulent misrepresentations to, or do not cooperate with your Panel Attorney, the Trustees or the Legal Administrator when submitting an application for enrollment or a claim for benefits.

If benefits are provided to you based on your false or fraudulent misrepresentations, as determined by the Trustees or Legal Administrator in their sole discretion, the Plan will be entitled to terminate or suspend benefits, and obtain reimbursement from you for the full amount expended by the Plan for legal services and costs on your behalf.

4.10 Non-Interference.
No provision of this Plan shall require the Trustees, the Legal Administrator, the Fund, its employees, the Panel Attorneys, or any attorneys associated with them, to perform any act in violation of the California State Bar Rules of Professional Conduct including, but not limited to, any rule which prohibits any organization or group from interfering with or controlling the performance of an attorney's duty to his or her client.

4.11 Jeopardy or Settlement Opportunity.
Benefits shall be terminated under the following circumstances:

a. Jeopardy. If it is determined by the Trustees or the Legal Administrator that it is in your best interest to cease your representation in any particular case, including but not limited to cases where continued proceedings may subject you to more severe civil, criminal or administrative sanction, damages, or attorneys' fees or other costs; or

b. Settlement Opportunity. Where you have rejected a reasonable settlement proposal to resolve your case. The reasonableness of any such offer shall be assessed by the Trustees in their sole discretion.

4.12 No Coverage for Appeals.
Coverage under the Plan may continue through and including criminal or civil trial and sentencing procedures. No benefits shall be provided for any motion to modify a sentence once the sentence has been rendered or appellate review, except insofar as it may be necessary to preserve time frames in respect thereof, or subject to the provisions of Section. 11.1. However there is coverage for interlocutory appeals.

4.13 Coordination of Benefits.
Benefits under this Plan will not be provided to the extent other benefits are furnished to you by: (a) any other plan, program or policy which provides group legal services to Peace Officers and Public Safety Employees; or (b) under a contract of insurance.

4.14 Benefits Paid According to Fee Schedule.
Benefits under this Plan will be provided in accordance with the fee schedule for Panel Attorney services adopted by the Trustees from time to time. The Plan shall not be responsible for any charges made by a Panel Attorney or other person in excess of such fee schedule.

4.15 Amounts Available for Benefits.
There is no liability of the Trustees, the Fund, or any other institution or entity to provide payment over and above the amounts in the Fund collected for this Plan and/or available for this Plan.

SECTION FIVE - EXCLUSIONS

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

5.1 Employment Practices.
No benefits shall be provided under this Plan for the defense or prosecution of any punitive or adverse action, administrative investigation, any action for affirmative relief, defense, or remedy, in any case arising out of any violation of, or covered by provisions of, the Equal Employment Opportunity Act, 42 U.S.C. § 2000(3) et seq.; the California Fair Employment and Housing Act, California Government Code § 12900 et seq.; the Age Discrimination and Employment Act, 29 U.S.C. § 623 et seq.; the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 et seq.; the Fair Labor Standards Act, 29 U.S.C. § 201 et seq.; the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq.; the Veterans Reemployment Act, 38 U.S.C. § 2021 et seq.; the Uniformed Services Employment and Reemployment Rights Act, 38 U.S.C. Sections 4301-4333; the federal or any state constitution, insofar as the subject matter of the action is similar to that of any of the above- described statutes; or any law, statute, ordinance, regulation, or rule of similar type or description enacted by the federal government or any state

or political subdivision thereof, including but not limited to counties, districts and cities, and which is similar either on its face or as applied to any of the above-described statutes.

5.2 Civil Service Disputes.
No benefits shall be provided under this Plan for any action to obtain, protect, preserve, or set aside any benefits or position on any civil service, merit system, or personnel eligibility list for appointment or promotion to a position. This limitation includes any administrative appeal resulting from an adverse action.

5.3 Retirement Benefits.
No benefits shall be provided under this Plan for affirmative relief or remedy to obtain, protect, preserve, or set aside pension or retirement benefits under the Public Employees Retirement Act (California Gov't. Code § 20000, et seq.), County Employees Retirement Act of 1937 (California Gov't. Code § 31450, et seq.), or any other federal, state, county, city, or city and county pension retirement system of a similar type or description.

5.4 Workers' Compensation Benefits.
No benefit shall be provided under this Plan for any action relating to a workers' compensation claim or any other matter within the jurisdiction of the Workers' Compensation Appeals Board, for any action to obtain, protect, preserve or set aside Workers' Compensation benefits, industrial or non-industrial disability benefits, Social Security benefits or disability, health or other insurance benefits of a like or similar nature; or for any action alleging fraud concerning like or similar benefits; or for any action for benefits payable under or because of an industrial injury, illness, disease or death, whether by contract or otherwise, arising out of any of the provisions of the California Workers' Compensation Act or any other similar federal, state, county, city, or city and county ordinance, law, resolution, regulation, or any contract of insurance.

5.5 Damage Awards.
No benefit shall be provided under the Plan to pay for any monetary award for damages including but not limited to punitive or compensatory damages, whether by judgment, settlement, or otherwise, against you in any action.

5.6 Attorneys' Fees.
No benefits shall be provided under this Plan to cover the attorneys' fees or costs of an opposing party awarded against you in any action.

5.7 Breach of Employment Contracts.
No benefits shall be provided under this Plan related to proceedings brought against you for breach of an agreement with your employer to remain employed.

5.8 Health Conditions.
No benefits shall be provided under this Plan related to proceedings involving your health condition, including physical and psychological conditions.

5.9 Pitchess Motions.
No benefits shall be provided under this Plan related to proceedings involving Pitchess motions.

5.10 Administrative Actions.
No coverage exists for administrative actions.

5.11 Small Claims Court Actions.
No coverage exists for small claims court actions.

SECTION SIX - CLAIMS PROCEDURES

6.1 Duty to Timely Notify Legal Administrator of a Claim.
You are obligated to notify the Legal Administrator of your claim for benefits no later than one year from the date you were notified of the proceeding that gave rise to the claim before you are entitled to any benefits under this Plan. Section 6.2 states how to contact and notify the Legal Administrator. Notification to any Trustee, Panel Attorney, CCPOA LDF personnel, CCPOA BTF personnel, CCPOA personnel, or any party other than the Legal Administrator, or attorneys within the office of the Legal Administrator, is not sufficient to obtain entitlement to benefits. Failure to timely notify the Legal Administrator shall relieve the Plan of any obligation to provide benefits. Any contracting for or incurring of an obligation to pay attorney fees prior to contact with and authorization by the Legal Administrator to do so shall be your responsibility.

6.2 Telephone Hot Line.
The Legal Administrator maintains a 24-hour-a-day telephone service to respond to requests for coverage. The number is 1-800-882-9906.

6.3 Acceptance or Denial of Claim by Legal Administrator.
The Trustees have delegated to the Legal Administrator the authority to initially determine eligibility for coverage under the Plan. The Legal Administrator will consider each claim for Plan benefits and determine whether to grant coverage, grant tentative coverage or deny coverage under the Plan. If your claim for benefits is wholly or partially denied, the Legal Administrator will provide you with written notification of such denial no later than ninety (90) calendar days after the Plan's receipt of your claim. If the Legal Administrator determines that, due to special circumstances, an extension of time for processing the claim is required, written notice of the extension will be furnished to you prior to the termination of the initial ninety (90) day period. In no event will the extension period exceed ninety (90) calendar days from the end of the initial ninety (90) day period. The extension notice will indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render a benefit determination. If the claim is denied or coverage terminated, you have the right to appeal a denied claim or terminated coverage pursuant to the procedures described below.

6.4 Notification of Denial for an Initial Claim.
Notification of the denial will include the following information: (1) the specific reasons for the denial, (2) particular reference to the Plan provisions upon which the denial is based, (3) a description of any additional material and/or information that may be necessary to perfect the claim and an explanation of why such material or information is necessary, and (4) a description of the Plan's claim review procedures and the time limits applicable to such procedures, including a statement of your right to bring a civil action under Section 502(a) of ERISA following an adverse benefit determination on review within one (1) year following an adverse benefit determination.

6.5 Referral by Legal Administrator to Panel Attorney.
If you are a Participant and are granted benefits under the Plan, the Legal Administrator will refer you to a Panel Attorney. In making such a referral, the Legal Administrator will, where feasible, designate a Panel Attorney who meets the approval of your Member Association. If there is any dispute concerning the benefits you are entitled to under the Plan, you may file an appeal as described below. If you do not appeal the referral and you fail to or refuse to accept the advice of the Legal Administrator of Panel Attorney, the Plan will have no further obligation to provide benefits.

6.6 Appeal Procedures.

a. Request for Hearing. If your claim has been denied you may appeal in writing to the Trustees, requesting that they conduct a hearing in the matter, provided that you request the hearing in writing within sixty (60) calendar days after being notified of the denial; and provided further that the request for a hearing explains why the reasons for the denial are incorrect.

b. Rights on Appeal. In the event you appeal, you will be provided the following rights on appeal: (1) the opportunity to submit written comments, documents, records, and other information relating to the claim for benefits, (2) upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information Relevant to your claim for benefits (unless privileged or protected), and (3) a review that takes into account all comments, documents, records, and other information submitted by you regarding the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

c. Decision on Appeal. The Trustees will conduct a hearing on your appeal at the next Board of Trustees meeting and will make a decision on review if the meeting is at least thirty (30) days after the Plan's receipt of a Participant's request for review of a denied claim. If the Plan's receipt of a Participant's request for review of a denied claim is within 30 days of the meeting, the decision on review may be made at the next following Board of Trustees meeting. If the Trustees determine that, due to special circumstances, an extension of time for processing the claim is required, written notice of the extension will be furnished to you prior to the termination of the initial appeals period and the Trustees will make an appeal determination at the next meeting. The Trustees will provide you with notification of the decision on review within five (5) calendar days of making a decision.

d. Presence at Hearing. You are entitled to present your position and any evidence in support thereof at the hearing. You may be represented at the hearing by an attorney or any other representative of your choosing at your own expense. If you choose to be represented at the hearing, prior to the hearing you must complete a form authorizing such representation.

6.7 Notification of Denial on Appeal.

Notification of the denial on appeal will include the following information: (1) the specific reasons for the denial, (2) particular reference to the Plan provisions upon which the denial is based,

(3) a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information Relevant to your claim for benefits, (4) a statement describing any voluntary appeal procedures offered by the Plan and your right to obtain information about such procedures; and (5) a statement of your right to bring a civil action under Section 502(a) of ERISA within one (1) year following denial of your appeal.

6.8 Failure to Request Review.
The failure by you to make a request for review may waive your right to a review of the decision upon all grounds and in other venues.

6.9 Exhaustion.
The denial of a claim to which the right to appeal has been waived, or the decision of the Trustees with respect to an appeal, is final and binding upon all parties, subject only to any civil action the Participant may bring under section 502(a) of ERISA. Before initiating legal action to recover any benefits under the Plan, to enforce any right under the Plan or to clarify any rights to benefits under the Plan, the person claiming the benefit or right must first comply with and exhaust these claims procedures. Any such legal action must be commenced no later than one year from the date of the written notice of the adverse benefit determination of the Participant's appeal, regardless of any state or federal statutes establishing provisions relating to limitations of actions.

SECTION SEVEN - GENERAL PROVISIONS

7.1 Limitation of Rights.
Neither the establishment of the Plan and the Fund, nor any modifications thereof, nor the creation of any fund or account, nor the payment of any benefits, shall be construed as giving you or other persons any legal or equitable right of action, any recourse against the Plan, CCPOA LDF, CCPOA BTF, CCPOA or their employees, the Trustees, their advisors, or the Legal Administrator, except as provided in this document and in the Trust Agreement.

7.2 Powers of Trustees.
The Trustees have the power and responsibilities enumerated in the Trust Agreement and this document. The Trustees may delegate some or all their authority and responsibility in connection with the administration of the Plan, at their

discretion. Neither you nor any other persons shall have any right or claim to benefits under the Plan, or any right or claim to payments from the Plan or Fund other than as specified herein. The Trustees have the exclusive and discretionary right to interpret and construe this document and decide any and all matters arising hereunder, including the right to interpret its terms or remedy possible ambiguities or the application of ERISA, as well as to determine factual matters. The interpretations and decisions of the Trustees with respect to any matter concerning this Plan of benefits or document, including disputes as to eligibility, amount or duration of benefits, or any right or claim to payments or any amendment or modification thereto are final, conclusive and binding on all parties affected by such interpretation or decision. The Trustees' decisions shall be final and binding except where they have delegated their authority to the Legal Administrator, subject only to such judicial review as may be permitted by applicable federal law. However, no action may be brought for benefits provided by the Plan or any amendment or modification thereof, or to enforce any right thereunder, until after your claim has been submitted to and determined by the Trustees in accordance with the provisions of the Appeals Procedure, as set forth in Section 6.6.

7.3 Applicable Laws and Regulations.
References in this Plan to any particular sections of any local, state or federal statute shall include any regulation pertinent to such sections and any subsequent amendments to such sections or regulations. Except where this Plan specifically refers to California law, this Plan and the Fund shall be governed by ERISA and other applicable federal law.

7.4 Confidentiality.
It is agreed and understood that if you apply for benefits under this Plan, you are entitled to the same rights and consideration, including the right of confidentiality, to which any client of an attorney is entitled, and neither the Trustees nor the Legal Administrator (nor their employees, consultant, nor counsel) shall be required to, nor will they, reveal to any other persons, including CCPOA, its officers, agents or employees, any matters revealed to them in confidence by you in the course of your application for benefits or representation except that if you file a legal action against the Plan, Fund or the Trustees, such matters may be revealed in the course of that litigation. A provider of services (such as a Panel Attorney) provided to you pursuant to this Plan will not divulge to third parties matters which you revealed to the provider in confidence. A provider will, however, be entitled to provide information to the Fund, including to its Trustees or Legal Administrator, concerning your case. The

Fund, including its Trustees or its Legal Administrator, will not reveal to third parties matters revealed to it in confidence by you in the course of your application for benefits or receipt of benefits from the Plan. The Fund, including its Trustees or its Legal Administrator, will, however, be permitted to provide to Member Associations general information concerning that Member Association's usage under the Plan.

7.5 Plan Liability.
Except as herein expressly provided, the Plan (including its assets) shall not in any manner be liable for, or subject to, the debts, contracts or liabilities of the Member Associations, any employee, any current or formerly eligible participant, any employer, CCPOA, the CCPOA BTF or any other trust, any trustee thereof (except in his/her official capacity as Trustee and only to the extent ERISA permits), or any insurance company or plan which provides coverage to this Plan, any Participant, or beneficiary of this Plan or of any other plan or program administered by the Trust. The Plan's assets shall not be subject to attachment or execution or process in any court action or proceeding regarding CCPOA, CCPOA LDF, CCPOA BTF or any other such plan or Participants or beneficiaries thereof.

7.6 Entities Used for Accumulation of Assets.
The contributions described above are received and held by the Trustees in a trust for the purpose of anticipating the short and long-term financial needs of the Plan, pending payment of benefits and administrative expenses, as determined by the Trustees.

7.7 Benefits are Non-Assignable.
You cannot assign your benefits to any other person or entity.

7.8 Savings Clause.
In the event any provision of the Plan is held to be illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions of the Plan, and this Plan shall be construed and enforced as if said provision had never been included.

7.9 Independent Contractors.
The Legal Administrator and all Panel Attorneys, and other providers of service are independent contractors and not agents of the Plan.

SECTION EIGHT - AMENDMENT AND TERMINATION

8.1 Amendment and Termination.
In order for the Trustees to carry out their obligation to maintain, within the limits of its resources, a program dedicated to providing the maximum possible benefits for all Participants, the Trustees expressly reserve the right, in their sole discretion, at any time and from time to time, but upon a nondiscriminatory basis:

a. To amend or terminate any benefit, even though such amendment or termination affects cases already accepted by the Legal Administrator, provided that claims for legal services rendered prior thereto shall not be affected, so long as funds are available for payment of such claims; and

b. To increase the rate of contributions or premiums or alter the method of payment; and

c. To amend or rescind any other provision of this Plan; and

d. To terminate the Plan.

8.2 Termination.
The Trustees have the authority to terminate the Plan. In the event of such termination, any and all monies and assets remaining in the Plan after payment of expenses shall be used for the continuation of the benefits provided under the Plan, until such monies and assets have been exhausted or transferred by the Trustees to another trust or nonprofit entity that provides similar benefits at all times in accordance with ERISA and Internal Revenue Code requirements

SECTION NINE - COMPLAINT PROCEDURE

It is the policy of the Trustees to encourage and solicit comments regarding the administration of the Plan. If you are dissatisfied with any aspect of the administration of the Plan you are requested to follow the complaint procedure below; provided, however, that all claims regarding Plan benefits must be made in accordance with Section 6 of the Plan. Complaints made under this Section Nine are not a claim for benefits under the Plan and are not subject to the ERISA claims procedure regulations.

9.1 Complaints.
Complaints should be set forth in writing and directed to any or all Trustees, with copies to any persons who may be the subject of the complaint.

9.2 Hearing.
Within fourteen (14) days of the receipt of the complaint, the Chair of the Board of Trustees will contact you and ascertain if you, or any person named in the complaint, or the Trustees wish to conduct a hearing on the matter. If so, a hearing will be scheduled at the next regular Board meeting which you and persons named in the complaint are available to attend. If more immediate action is appropriate, the parties may participate in a telephone conference call.

9.3 Rights.
At the hearing, all interested parties will be entitled to appear and discuss the matter.

SECTION TEN - OBLIGATIONS OF THE MEMBER ASSOCIATIONS

The following Section describes some of the Member Associations' obligations under the Plan.

10.1 Application.
An Association must submit an application to LDF in order for its Members to be considered for participation in the Plan. Each Member Association will be required to maintain and submit a monthly list of each and every Peace Officer or Public

Safety Employee of said Association, and their identification numbers, upon whose behalf contributions are made. The Trustees or the Legal Administrator, if the Board so provides, will review each application by an Association to ensure that the Association satisfies the eligibility and participation requirements established by the Trustees.

10.2 Amount of Contributions.
The contributions required in order for a Participant to be eligible for benefits under this Plan shall be subject to change from time to time as may be deemed necessary by the Trustees hereof, and shall be set forth in a Participation Agreement between CCPOA or any other Member Association, and the Fund. This amount may be different for each Association as determined by the Trustees.

10.3 Timing Method of Payment.
Payments to CCPOA LDF and CCPOA BTF shall be accomplished by dues deduction. Entitlement to benefits shall be deemed to commence on the date a Participant's name appears on the State of California payroll roster, or other public entity payroll roster, as designated by the Trustees, in a format acceptable to the Fund, verifying dues deduction payable to the Funds with the appropriate contributions from a Member Association or other public entity, at the Fund's option, as applicable. Payments to CCPOA LDF or CCPOA BTF, as applicable, are due within five (5) working days of receipt of dues from the State of California by CCPOA. The due date for contributions by Member Associations shall be determined by the Trustees.

10.4 Effect of Delinquency.
(a) Delinquency. If payments are not made as required by the Plan and the Participation Agreement, benefits under this Plan for the Participants of the delinquent Member Association shall cease on the tenth (10th) of the month following such delinquency for any incidents occurring thereafter.

(b) Late Payment. Notwithstanding the provisions of the immediately preceding paragraph, if the delinquent payment is made in full within two (2) months of the payment due date, entitlement to benefits shall be reinstated, effective retroactively to the payment due date, on the date of actual payment of all contributions, interest, and/or liquidated damages billed by the Fund. Any such late payment shall automatically be applied first to the periods of delinquency and then, if sufficient, to the current period.

10.5 Liquidated Damages.
The Trustees shall establish a policy with respect to the amount of and basis for liquidated damages in respect thereof. The prompt and accurate payment of contributions is essential to the maintenance and administration of the Plan and it would be extremely difficult, if not impossible, to fix the actual expense and damage to the Plan that would result from the failure to pay the required contributions within the time provided. Therefore, the Trustees have the authority to impose on Member Associations liquidated damages, not as a penalty, plus simple interest upon the total amount from due date until they are paid. The amount of damages to the Trusts resulting from any failure to pay contributions promptly has been determined by the Trustees to be twelve percent (12%) of the amount of contributions due, as liquidated damages, not as a penalty, plus interest upon the total amount from date due, and costs of collection, including attorneys' fees and court costs. These amounts will become due and payable to the Plan upon the day immediately following the date on which the contribution or contributions became delinquent. Such liquidated damages and interest may only be waived at the discretion of the Trustees.

10.6 New Application.
If the delinquency continues for more than two (2) months, a new application shall be required, and retroactive coverage shall not be available.

10.7 Audit Privileges.
The Fund reserves the right to audit the appropriate books and records of Member Associations to ascertain that the correct contributions are being made to the Fund on behalf of all members of the Association or the bargaining unit as is appropriate. If it is necessary to compel such an audit by legal action or any contributions found to be due and owing by audit or otherwise, the Member Association shall pay all attorneys' costs and fees, court costs, and interest thereon, as well as liquidated damages. Such suit will be filed, at the Trustees' discretion, in the United States District Court, Eastern District of California. Venue is presumed to be in Sacramento, California.

SECTION ELEVEN - DISCRETIONARY RIGHTS OF THE BOARDS OF TRUSTEES

The following Section sets forth certain of the discretionary rights of the Trustees to grant coverage in certain unique situations.

11.1 Coverage for Cases Granted at the Discretion of the Trustees.
In the Trustees' sole discretion, it may authorize Plan services to be provided for a case in any court (or tribunal of appropriate jurisdiction) that is of general importance and significance to Participants. Benefits shall not be provided under this Section unless the Trustees determine, considering all material factual and legal issues, that there exists a reasonable likelihood of one of the following:

a. A favorable statewide impact on Participants due to the legal issues presented; or
b. An award, and recovery of damages, attorneys' fees, and costs from the proposed defendants; or
c. That the defense of a Participant in the underlying action will be substantially aided.

11.2 Amicus Curiae.
Nothing herein shall prevent the Trustees from authorizing the Fund's involvement in a lawsuit as amicus curiae when the Trustees decide, in their sole discretion, that such participation is in the best interests of the Plan and its Participants.

SECTION TWELVE – STATEMENT OF ERISA RIGHTS

As a participant in the Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all plan participants shall be entitled to:

Receive Information About Your Plan and Benefits
Examine, without charge, at the Plan Administrative office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the

plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

Prudent Actions by Plan Fiduciaries
In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a (pension, welfare) benefit or exercising your rights under ERISA.

Enforce Your Rights
If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may

file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions
If you have any questions about your plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

APPENDIX A

FOR THE PURPOSES OF THIS APPENDIX A, THESE EXAMPLES ASSUME THAT YOU ARE COVERED UNDER LDF.

1. You are charged with an act or omission for which an entitlement exists under the Plan, and subsequent to the charge you are either terminated, voluntarily resign, or retire. There is coverage under the Plan.
2. You are a former Participant who has retired, voluntarily resigned as a Peace Officer, or been terminated, and you are charged with an act or omission arising from an event that occurred during the time you were a participant under the Plan. Coverage exists under the Plan. You resign from a Member Association while continuing as a Peace Officer or other public safety employee and you are charged with an act or omission arising from an event that occurred during the time you were a Participant under the Plan. There is no coverage under the Plan.
3. You are charged with an act occurring within the Course and Scope of (your) Employment and are represented by the governmental entity. Such representation

is inadequate or incompetent, or both, as determined by the Trustees. There is coverage under the Plan.

4. You are charged with an act which the governmental entity asserts is outside the Course and Scope of (your) Employment and, based thereon, it refuses to represent you. The Trustees determine that the act was in the Course and Scope of (your) Employment. There is coverage under the Plan.
5. An on-duty Participant faces criminal charges resulting from alleged excessive force occurring during a cell extraction or an inmate escape. There is no clear and convincing evidence of brutality as determined by the Legal Administrator or the Trustees in their sole discretion. There is coverage under the Plan.
6. A Correctional Peace Officer Participant acts off- duty to effectuate an arrest. There is no coverage under the Plan.
7. You are accused of a battery while on-duty and deny the occurrence thereof. The governmental entity refuses to defend you, but the Trustees believe there is no clear and convincing evidence of the battery. Coverage exists under the Plan if you agree to subrogate your rights against the employer or its insurer (which means the Plan has the right to sue the employer or its insurer in your place). However, if the Trustees subsequently determine that clear and convincing evidence exists that your conduct was improper, coverage will cease.
8. You are an undercover officer who participates in a narcotics purchase and in the ensuing scuffle loses the money provided for the buy. The governmental entity accuses you of theft and files criminal charges. Coverage exists under the Plan unless the Trustees determine clear and convincing evidence exists that you are guilty of the charge or charges being prosecuted.
9. You are sued for, among other things, punitive damages for acting outside the Course and Scope of (your) Employment. The governmental entity claims the act was within the Course and Scope of (your) Employment. There is no coverage under the Plan; however, the Legal Administrator will Monitor the case for appropriate handling by the governmental entity.
10. Two or more Participants are sued for course and scope acts or omissions, along with the employing governmental entity, which seeks to represent all defendants. The Plan will Monitor the case and provide coverage

in the event that a conflict of interest arises between the Participants or a Participant and the governmental entity, or in the event that the representation of one or more Participants is inadequate or incompetent, or both.

11. You use your authority to coerce a citizen to engage in an act unrelated to the law enforcement mission of a Peace Officer. There is no coverage under the Plan.
12. You are a member of a Member Association and are charged with an act or omission occurring within the Course and Scope of (your) Employment but prior to the time your dues deduction contribution to CCPOA LDF actually takes place. There is no coverage under the Plan.
13. You are charged with an act or omission that, pursuant to the Trustees' determination based upon clear and convincing evidence, is unconnected with the law enforcement or public safety mission and outside the Course and Scope of (your) Employment. There is no coverage under the Plan.
14. You are denied Worker's Compensation benefits, or are prosecuted for Workers' Compensation fraud, or are forced to take a disability retirement and you appeal these actions. There is no coverage under the Plan.
15. You are laid off. There is no coverage under the Plan to challenge that layoff or any other personnel or administrative action, including breaches of employment contracts or any action relating to your medical condition.
16. You claim discrimination based on race, religion, or sex (including sexual harassment). There is no coverage under the Plan.
17. You lose a civil or criminal case at trial. There is no coverage for an appeal under the Plan. However, there is coverage for interlocutory appeals.
18. Your employer agrees to defend you without reservation. There is no coverage under this Plan.
19. If you are untruthful or refuse to cooperate with your Panel Attorney, or if it is in your best interests to cease your representation, such as where continued proceedings may subject you to more severe penalties, coverage will cease.
20. You are sued in a civil action and damages and attorneys' fees are awarded against you. No benefits exist to pay such amounts under the Plan.

21. No benefits are provided relating to proceedings involving Pitchess motions.

APPENDIX B

SUMMARY OF THE AMOUNT OF CONTRIBUTIONS AND PLAN BENEFITS

The contributions and benefits described below are subject to all of the terms of the Plan Document and Summary Plan Description and are current as of July 1, 2026

	LDF*1
CONTRIBUTIONS	Paid by your Member Association or pursuant to a Memorandum of Understanding
CIVIL COVERAGE	$100,000 Per Claim
CRIMINAL COVERAGE	$100,000 Per Claim

**1 The LDF benefit amounts described in this chart apply to Occurrences that first occur on or after September 1, 2007.*

SUMMARY OF THE AMOUNT OF CONTRIBUTIONS AND PLAN BENEFITS

The contributions and benefits described below are the same information that is provided in the chart of this Appendix B. The amount of contributions and benefits described below are subject to all of the terms of the Plan and SPD and are current as of July 1, 2026.

A. Contributions.
Contributions are made on your behalf by your Member Association pursuant to a Participation Agreement and a memorandum of understanding for LDF benefits.

Retired Annuitants. As a Retired Annuitant you are eligible to participate in this Plan, provided you complete an application that permits CalPERS to deduct amounts from your retirement check. This amount is $5.99 per month If you cancel your deduction you will not be eligible to re- enroll for twelve months from the date of your last deduction.

B. Maximum Amount of Civil Coverage.
For Occurrences that first begin on or after September 1, 2007, civil coverage under LDF shall be limited to a maximum amount of up to $100,000 per Claim.

C. Maximum Amount of Criminal Coverage.
For Occurrences that first begin on or after September 1, 2007, criminal coverage under LDF shall be limited to a maximum amount of up to $100,000 per Claim.

APPENDIX C

Name and Address of the Trust's Administrator	
Daniel Beaman Administrator	CCPOA Benefit Trust Fund 2515 Venture Oaks Way, Suite 200 Sacramento, CA 95833-4235 Telephone: (916) 779-6300 (Sacramento) Toll Free: (800) IN UNIT 6 or (800)-468-6486
Names and Address of the Trustees	
Robert Garcia Chair	2515 Venture Oaks Way Suite 200 Sacramento, CA 95833-4235
Christopher Gallyer Vice Chair	
Ester Rodriguez Trustee	
Humberto Carillo Trustee	
Gutberto Gutierrez Trustee	
Ex-Officio Trustee	
Neil Flood State President, CCPOA	CCPOA 755 Riverpoint Drive West Sacramento, CA 95605-1635
Brendan McCrary State Treasurer, CCPOA	

A complete list of the Trust Administration, Board Members and Legal Contacts can be found on our website: www.ccpoabtf.org

Contact the Trust Fund Office if you have any questions.

We've Got You Covered.

(916) 779-6300

1-800-468-6486

CCPOA
Benefit Trust Fund
2515 Venture Oaks Way, Suite 200
Sacramento, CA 95833-4235
www.ccpoabtf.org

TRUST WEBSITE

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