

STATE OF SOUTH CAROLINA ) IN THE COURT OF COMMON PLEAS  
COUNTY OF DORCHESTER ) FOR THE FIRST JUDICIAL CIRCUIT  
) CIVIL ACTION NO.: 2025-CP-

Anthony Delustro, )

Plaintiff, )

vs. )

## SUMMONS

Fraternal Order of Police Legal Plan, )  
Inc., and Fraternal Order of Police, )  
Summerville-Dorchester Lodge#48, )

Defendant. )

**Jury Trial Demanded!**

TO THE DEFENDANTS ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint herein, a copy of which is herewith served upon you, and to serve a copy of your answer to this Complaint upon the subscriber, at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the Complaint, judgment by default will be rendered against you for the relief demanded in the complaint.

Charleston, South Carolina  
May 28, 2025

**BLAND RICHTER, LLP**  
*Attorneys for Plaintiffs*

s/Ronald L. Richter, Jr.

Ronald L. Richter, Jr. (SC Bar No. 66377)

s/Scott M. Mongillo

Scott M. Mongillo (SC Bar No. 16574)

18 Broad Street, Mezzanine

Charleston, South Carolina 29401

T: 843.573.9900 | F: 843.573.0200

ronnie@blandrichter.com

scott@blandrichter.com

s/Eric S. Bland

Eric S. Bland (SC Bar No. 64132)

105 West Main Street, Suite D

Lexington, South Carolina 29072

T: 803.256.9664 | F: 803.256.3056

ericbland@blandrichter.com

STATE OF SOUTH CAROLINA ) IN THE COURT OF COMMON PLEAS  
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Anthony Delustro, )

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Fraternal Order of Police Legal Plan, )  
Inc., and Fraternal Order of Police, )  
Summerville-Dorchester Lodge#48, )

Defendant. )

## COMPLAINT

**Jury Trial Demanded!**

The Plaintiff, complaining of the conduct of the Defendants, alleges as follows:

### Parties and Jurisdiction

1. The Plaintiff, Anthony Delustro (“Officer Delustro”) is a citizen and resident of Dorchester County, South Carolina.
2. Upon information and belief, Defendant Fraternal Order of Police Legal Plan, Inc. (“FOP”) is a corporation organized and existing pursuant to the laws of one of the several States of the United States which transacts business and enters contracts to be performed in Dorchester County, South Carolina.
3. Upon information and belief, Defendant Fraternal Order of Police Summerville-Dorchester Lodge #48 (“FOP48”) is a not-for-profit corporation organized and existing pursuant to the laws of the State of South Carolina which transacts business and enters contracts to be performed in Dorchester County, South Carolina.
4. This Court has jurisdiction over the parties to and the subject matter of this litigation.

### **Factual Background**

5. Officer Delustro spent his entire career in law enforcement.
6. From 1980 through 2003, Officer Delustro worked as an officer, a sergeant, and a supervisor of detectives with the New York City Police Department (“NYPD”).
7. During his time with the NYPD, Officer Delustro affected hundreds of arrests and assisted in thousands more.
8. Officer Delustro also participated in many sting operations aimed at quelling the influx and sale of drugs and his teams were responsible for the recovery of hundreds of pounds of narcotics that were taken off the streets.
9. On 9/11, Officer Delustro was called to the World Trade Center site following the attacks on Towers 1 and 2. He was present when Tower 7 collapsed behind him. As a result, he has been certified with prostate cancer, chronic Rhinitis and unspecified sinusitis and has been diagnosed with “Ground Zero Lung.”
10. Officer Delustro was highly decorated for his service and courage during his years with the NYPD, receiving a Meritorious Service Award, multiple Excellence in Police Duty Awards, a “Cop of the Month” award and an additional “Cop of the Month” award from the Police Benevolent Association that was presented to him by then Governor of New York Mario Cuomo.
11. In 2003, Officer Delustro retired from the NYPD and moved his family to Summerville, South Carolina in pursuit of a quieter life.
12. After relocating to South Carolina, Officer Delustro worked a number of security/policing jobs upon graduating the South Carolina Criminal Justice Academy with a Class 1 Certification, including the Trident Technical College Department of Public Safety,

Summerville Police Department as a patrol officer, the College of Charleston Department of Public Safety, and the Dorchester County Sheriff's Office.

13. After a long and decorated career in law enforcement, Officer Delustro retired in 2013.
14. It was not the plan of Officer Delustro and his wife to return to parenting at 60 years of age, but Officer Delustro and his wife were awarded custody of their grandchildren whom they love unconditionally, and circumstances dictated that they had to act.
15. At the same time, Officer Delustro and his wife were caring for their adult child who suffered from down syndrome.
16. It was time for Officer Delustro to “unretire.”
17. In 2023 and at the age of 63, Officer Delustro returned to full-time police work as an officer with the Summerville Police Department.
18. At 63 years old and with a long and decorated police career already behind him, Officer Delustro attended and passed the South Carolina Criminal Justice Academy for the second time as required by State law given the passage of time since his retirement in 2013.
19. As a Summerville Police Department officer, Officer Delustro joined FOP48.
20. Among the benefits of joining FOP48, the ability to participate in the FOP Legal Defense Plan was most attractive (the “Plan”).
21. The Plan is sponsored by the National Fraternal Order of Police and operated by the FOP Legal Plan, Inc.
22. Legal defense protection is a necessity for law enforcement professionals.
23. As the frequency and cost of allegations rise, the Plan offers lodges and lodge members a very affordable and comprehensive plan with several options.

24. The Plan contracts with Plan attorneys to represent eligible participants when confronted with covered claims.
25. Participants in the Plan have the right to select an attorney of their own choice.
26. A copy of the Plan is attached hereto as **Exhibit A**.
27. According to the Plan:
- “Subject to the exclusions in Section 16, any applicable limits of liability specified in this Plan Description, and any coverage limitations stated in this Plan Description, **the Plan shall reimburse and pay on behalf of a Participant reasonable and necessary Legal Defense Costs which the Participant is legally obligated to pay under the following coverages:**
    - Coverage C: **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.” Emphasis Added.
28. Also, according to the Plan, “in the scope of employment” is defined as “all activities of a Participant while on duty in connection with employment, and **all law enforcement activities authorized or required by the Participant’s employment, whether on duty or technically off duty.**” Emphasis Added.
29. On November 9, 2023, Officer Delustro paid for an entire year of coverage under the Plan at a cost of \$324.00 and was issued the membership card attached hereto as **Exhibit B**.
30. On March 20, 2024, Officer Delustro was technically off-duty and was driving with his wife in Summerville when the couple decided to stop for lunch at the Chic-Fil-A on North Main Street.
31. Officer Delustro was “technically” off-duty, although officers with the Summerville Police Department and who work in the State of South Carolina are never truly off-duty.

32. South Carolina law does not prohibit law enforcement officers who are “technically” off-duty from acting with the authority vested in them to protect our communities and effectuate a detainment and/or arrest when warranted.
33. It is Summerville Police Department policy for officers to respond to events requiring law enforcement intervention and should so respond whether on or not they are “technically” off-duty.
34. A person can be detained by law enforcement and not be considered under arrest and/or arrested. Summerville Police Department does not have a policy and/or procedure preventing off-duty officers from detaining an individual who violently attacks them.
35. Effectively, Summerville Police Department officers are never truly off-duty when they are within the Summerville city limits.
36. Upon pulling into the Chic-Fil-A restaurant and obtaining food through the drive through line, Officer Delustro and his wife proceeded to exit the parking lot through the drive through exit line, with vehicles in front and behind them.
37. While moving through this line of vehicles, a vehicle driven by a third party, now known to be Michael O’Neal of North Carolina, attempted to enter the same line by approaching the front driver side of Officer Delustro’s vehicle.
38. O’Neal began motioning and mouthing towards Officer Delustro.
39. Officer Delustro rolled his window down to determine what O’Neal was saying.
40. Officer Delustro observed O’Neal yelling through his front passenger side window, accusing Officer Delustro of striking his vehicle.

41. Officer Delustro exited his vehicle to inspect the vehicle and to try to understand why he was being accused of causing an accident, while also creating distance between O'Neal and his wife for her safety.
42. When exiting his vehicle, Officer Delustro was armed with his personal firearm in a concealed holster on his right hip, along with his Summerville Police Department badge in his rear left pocket. Officer Delustro was also a licensed concealed weapons permit holder in South Carolina.
43. After exiting his vehicle, Officer Delustro determined that he had not struck O'Neal's vehicle and relayed the same to O'Neal.
44. In response and without provocation, O'Neal physically attacked Officer Delustro over the course of several minutes; violently knocking him to the ground and repeatedly punching him in the face.
45. Officer Delustro was struck so violently, his concealed firearm secured in a concealed holster fell from the holster onto the ground.
46. In a state of shock and stunned, Officer Delustro did not know his firearm was no longer on his person.
47. Officer Delustro's wife began screaming that her husband was a police officer.
48. A third-party bystander, who did not witness the initial encounter, and inserted himself into the situation more than halfway through, grabbed Officer Delustro and bear hugged him.
49. Officer Delustro drew his badge, announced himself as a police officer, and told O'Neal he was under arrest.

50. O'Neal responded by knocking the badge out of Officer Delustro's hand and moving towards his vehicle to flee the area. O'Neal has a criminal history of resisting an officer and/or eluding arrest.
51. Officer Delustro located his firearm and placed it back in his concealed holster that remained secured on his right hip.
52. Officer Delustro ran towards O'Neal's vehicle and entered the front passenger side to remove his keys in an attempt to detain O'Neal for assaulting him until fellow law enforcement arrived.
53. While inside of O'Neal's vehicle attempting to remove his keys and before O'Neal entered the vehicle, Officer Delustro continued to announce himself as a police officer while his weapon remained holstered.
54. After grabbing and shoving Mrs. Delustro, O'Neal entered the front driver's side of his vehicle and began violently attacking Officer Delustro again.
55. Suddenly without warning, O'Neal put his vehicle in drive and sped out of the Chic-Fil-A parking lot at a high rate of speed with the lower half of Officer Delustro's body hanging out of the front passenger side.
56. Officer Delustro yelled for O'Neal to stop the vehicle because it was going to run him over, but O'Neal refused.
57. Officer Delustro began to fall out of the front passenger door and as he fell, his legs were dragged, and his right leg was run over.
58. Unable to get out of harm's way, and in fear for his life and the safety of others, Officer DeLustro drew his concealed firearm and discharged one shot in the direction of O'Neal, striking him in the right arm, which penetrated his chest cavity.

59. Officer Delustro miraculously fell from the front passenger side of the vehicle onto North Main Street and rolled curbside without being run over by immediate oncoming traffic.
60. Officer Delustro remained in that location until first responders arrived to attend to his injuries.
61. Tragically, O'Neal's vehicle came to a stop on a curb along North Main Street in front of the Chick-Fil-A where he succumbed to his injury.
62. Investigators located a loaded revolver wrapped in a sock in the center consol of O'Neal's vehicle that he was in illegal possession of as a convicted felon for resisting arrest and fleeing from police with aggravating circumstances.
63. Officer Delustro suffered numerous injuries to his face and mouth from O'Neal's physical attacks.
64. Officer Delustro suffered a fractured limb with numerous open wounds and severe abrasions all over his body from O'Neal's vehicle.
65. Officer Delustro was taken to Trident Hospital for treatment.
66. While at Trident Hospital, Officer Delustro was informed that the South Carolina Law Enforcement Division had been called in to investigate the incident.
67. Upon being discharged from Trident Hospital, Officer Delustro was placed on administrative leave with pay by the Summerville Police Department.
68. Officer Delustro was instructed by the Summerville Police Department to seek medical attention through workers compensation for his injuries sustained on March 20, 2024.
69. From March 20, 2024, until April 10, 2024, Officer Delustro's medical expenses were covered by health insurance he had through the Summerville Police Department.

70. On March 22, 2024, Officer Delustro made a request through the Plan for legal representation by a plan approved attorney.
71. The request was approved, and a Plan attorney was assigned to Officer Delustro.
72. On March 29, 2024, Officer Delustro and his wife participated in a voluntary interview with SLED regarding the March 20, 2024, incident. Both were accompanied to the interview with Officer Delustro's Plan approved attorney.
73. On April 10, 2024, Officer Delustro was charged with murder in the death of Michael O'Neal and was arrested.
74. That same day, Summerville Police Chief Doug Wright held a press conference during which he confirmed that the policy of the Summerville Police Department is that Summerville police officers are never truly off-duty, a standard all officers are trained by and abide by statewide and nationally.
75. On April 19, 2024, FOP denied continued coverage to Officer Delustro under the Plan on the grounds of "the matter being the result of alleged actions or conduct that is not related to the course and scope of law enforcement employment."
76. On May 4, 2024, FOP48 wrote an email to FOP taking exception to the FOP Board decision to terminate benefits to Officer Delustro. In their email, FOP48 criticized the decision as standing in "stark contrast to our commitment to support local law enforcement agencies and individual officers, especially in times of need."
77. Deputy Chief Omera of the Summerville Police Department also wrote a similar email to the FOP Board advocating for FOP coverage for Officer Delustro.
78. FOP48 urged FOP to review once again video evidence that confirmed Officer Delustro told O'Neal "You are under arrest" and reminded the FOP: "When we take an oath of

office, Officers can no longer pick and choose when they are an officer and when they are not.”

79. On May 22, 2024, Officer Delustro was charged with an additional crime of Attempted Kidnapping.

80. On June 18, 2024, Officer Delustro submitted a timely appeal of the FOP denial in accordance with the Plan.

81. On June 28, 2024, FOP notified Officer Delustro that his appeal was denied, and that the FOP stood by its position that the events of March 20, 2024, were the “result of actions or conduct that was not related to the course and scope of law enforcement employment.”

82. In accordance with the Plan, Officer Delustro has exhausted his administrative remedies and because he claims that his benefits are denied, in whole or in part, he is exercising his right to “file suit in state or Federal court.”

**For a First Cause of Action  
Breach of Contract**

83. The Paragraphs listed above are incorporated herein as if realleged and restated in full verbatim.

84. At all times relevant hereto, a contract existed between the Plaintiff and Defendants through which the Defendants were obligated to provide a legal defense to the murder charges against the Plaintiff in accordance with the terms and conditions of the Plan.

85. At all times relevant hereto the Plaintiff has fulfilled his obligations under the Plan, including but not limited to the obligation to pay consideration and the obligation to submit a request for coverage.

86. The Defendants have failed and refused to honor its commitments under the Plan and are in breach of their contract with the Plaintiff in a number of particulars, including but not limited to the following:

- a. In failing and refusing to provide a legal defense to the Plaintiff;
- b. In failing and refusing to reimburse the Plaintiff for the costs of his legal defense;
- c. In breaching the obligation of good faith and fair dealing that are imbued in all contracts in South Carolina; and
- d. In such other particulars as the evidence in the case may demonstrate.

87. As a direct and proximate result of the conduct of the Defendants, the Plaintiff has been harmed and will continue to be harmed through the failure of the Defendants to pay for his legal defense associated with the murder charges from the March 20, 2024, incident.

88. The Plaintiff is entitled to and prays for judgment against the Defendants for all losses suffered herein, whether past, present or future.

**For a Second Cause of Action  
South Carolina Unfair Trade Practice Act**

89. The Paragraphs listed above are incorporated herein as if realleged and restated in full verbatim.

90. Defendants' actions described above are unfair, deceptive, and fraudulent trade practices and as such violate S.C. Code Ann. §39-5-10, *et seq.* the South Carolina Unfair Trade Practice Act ("SCUTPA").

91. Plaintiff has suffered actual ascertainable damages as a result of Defendants' unlawful use of unfair and deceptive trade practices.

92. The unfair trade practices alleged in the preceding paragraphs have had or may have an adverse effect upon the general public including, but not limited to, an impact of the provision of law enforcement services.
93. Defendants' acts described herein are more than just a mere breach of contract but instead is an unlawful business plan that involves deception, intentional over-charging, and bad faith in the performance of contractual obligations.
94. The unfair and deceptive trade practices of Defendants are capable of repetition and, upon information and belief, have been repeated.
95. The actions of the Defendants amount to a willful, wanton, and intentional violation of the SCUTPA, entitling ICE to an award of actual damages which must be trebled in accordance with the SCUTPA, all costs and disbursements associated with this action plus reasonable attorney's fees as is required by SCUTPA, and such other and further relief as this Court deems just and proper.

WHEREFORE, the Plaintiff prays for judgment against Defendants for actual damages in a sum sufficient to compensate him fully for all losses occasioned herein, whether past, present or future, damages as per the SCUTPA, which damages should be trebled, along with statutory attorneys' fees and costs, as well as any other relief granted by this Court.

Charleston, South Carolina  
May 28, 2025

**BLAND RICHTER, LLP**  
***Attorneys for Plaintiff***

s/Ronald L. Richter, Jr.  
Ronald L. Richter, Jr. (SC Bar No.: 66377)  
Scott M. Mongillo (SC Bar No.: 16574)  
Peoples Building  
18 Broad Street, Mezzanine  
Charleston, South Carolina 29401  
T: 843.573.9900 | F: 843.573.0200  
ronnie@blandrichter.com  
scott@blandrichter.com

Eric S. Bland (SC Bar No.: 64132)  
105 West Main Street, Ste D  
Lexington, South Carolina 29072  
T: 803.256.9664 | 803.256.3056  
ericbland@blandrichter.com

## EXHIBIT A



# THE FRATERNAL ORDER OF POLICE LEGAL PLAN, INC.



## Legal Defense Plan Description

As amended through March 13, 2024



[foplegal.com](https://foplegal.com)

For enrollment and marketing  
information, please contact:

HYLANT GROUP, INC.  
1.800.341.6038

## OVERVIEW

- A self-funded Legal Defense plan available only to FOP Groups & individual members
- Sponsored by the National Fraternal Order of Police and operated by FOP Legal Plan, Inc.
- Broad legal defense coverage
- Pays all reasonable and necessary attorney fees when using a Plan Attorney for on-duty claims
- Pays for administrative off-duty claims under Coverage A
- Pays for certain claims from events prior to the date your Group joins the Plan (extra-cost option)
- Plan is excess over all other benefits, including defense provided by employer

## PLAN STRUCTURE

### Coverages – Reimbursement of Legal Defense Costs

Subject to the terms, conditions, limitations, and exclusions specified in the Plan Description, the Plan offers these coverages:

**Coverage A – Administrative:** Legal defense or, subject to the absolute discretion of the Benefit Administrator and the Board, other appropriate legal challenge to administrative discipline, sanction or proceeding:

- involving salary, dismissal, change of assignment, demotion, leave of absence, resignation or other professional rights, duties or responsibilities, as determined by the Plan Board of Trustees, where such discipline, sanction or proceeding arises directly out of the Participant's activities in the scope of law enforcement employment; or
- 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.

Includes claims arising from off-duty activity.

**Coverage B – Civil:** 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.

**Coverage C – Criminal:** Legal defense of a criminal action or proceeding brought against a Participant, arising directly out of the Participant's activities in the scope of law enforcement employment, including grand jury proceedings.

**Optional Prior Acts Coverage:** Legal defense under Coverages A, B and C for claims arising from events before your Group joins the Plan, available to new Groups only at extra cost. Prior acts coverage for Unknown Claims is at a one-time cost. Prior acts coverage for known, existing claims: Cost is as determined by the Plan for the particular Group.

The Plan is excess. However, if your employer defends you in a lawsuit, the Plan will provide an additional lawyer to monitor the claim if you are exposed to the likelihood of personal liability for money damages. If your employer refuses to defend you, the Plan will pay a lawyer of your choice to defend you as provided in the Plan Description.

## LEGAL PLAN PAYS AN ATTORNEY OF YOUR CHOICE

If the Participant chooses a Plan Attorney\*, reasonable and necessary legal fees and costs for Coverages A, B, and C are fully paid. Approved reimbursable costs also are fully paid.

The Participant also may use a non-Plan Attorney subject to limitations on benefits.

\* A Plan Attorney means an attorney with whom the Plan has contracted to provide legal services, as listed by the Plan. Any qualified attorney may apply to become a Plan Attorney.

## PARTICIPANT FEES

All coverages – A, B, C	\$324.00/year
Includes Off-duty Administrative	

Civil and Criminal only – B and C	\$72.00/year
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### OPTIONAL (GROUP PARTICIPANTS ONLY)

Prior Acts, Unknown Claims	\$240.00 (first year only)
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Prior Acts, Known and Existing Claims	as determined by the Plan
---------------------------------------	---------------------------

(A Group is defined as 50 active members of a local lodge, state lodge, bargaining unit or state labor council or 50 percent of the active law enforcement officers in such entity.)

Coverage is effective the first (1<sup>st</sup>) day after the day the application is approved by Hylant Group, Inc.

Applications not fully and accurately completed cannot be processed and may result in ineligibility for and non-payment of benefits. Any person who is subsequently determined not to be eligible to participate or to receive benefits as of the date a claim arises will not receive payments of benefits.

Note: All benefits, coverages, terms and conditions are governed by the Fraternal Order of Police Legal Defense Plan Description amended through March 13, 2024. Interpretation of Plan provisions, including coverages and benefits, is vested exclusively in the Plan's Board, in its absolute discretion. **Plan benefits are EXCESS over all other valid collectible benefits and coverages.** (See Section 16, subsection B.) The Plan is subrogated to all rights to recover attorney's fees against any person or entity and has a right of reimbursement from any such recovery. Attorneys paid by the Plan are neither agents nor employees of the Plan. The Plan makes no recommendation or warranty, express or implied, with respect to the skill or expertise of such attorneys, including Plan Attorneys.

Enrollment administered by Hylant Group, Inc., on behalf of the Fraternal Order of Police – Legal Plan, Inc. For enrollment as an individual, please use the enrollment form online at [www.foplegal.com](http://www.foplegal.com) or ask for it from Hylant at the e-mail address or telephone number given below. For enrollment as part of a Group, contact the Group directly or contact Hylant Group, Inc. for further information on how to enroll as part of a Group.

For questions and information on enrollment procedures, please contact:

Hylant Group, Inc.  
P.O. Box 1687  
Toledo, Ohio 46303-1687  
[info@foplegal.com](mailto:info@foplegal.com)

Toll free: 1-800-341-6038 Website: [www.foplegal.com](http://www.foplegal.com)

[REDACTED]  
For information on claims and Plan Attorneys, or to make a claim (claims can also be filed online at [www.foplegal.com](http://www.foplegal.com)), please contact:

Sedgwick  
P.O. Box 94950  
Cleveland, OH 44101-4950  
[foplegal@sedgwick.com](mailto:foplegal@sedgwick.com)

Toll free: 1-866-857-3276

[REDACTED]  
For membership in the National Fraternal Order of Police, contact:

NATIONAL FRATERNAL ORDER OF POLICE  
701 Marriott Drive  
Nashville, Tennessee 37214

1-800-451-2711 / 1-615-399-0900  
[www.fop.net](http://www.fop.net)

[REDACTED]  
Electronic copies of this Plan Description can be found at:

<https://www.foplegal.com/marketing.html>

[REDACTED]  
Electronic copies of Participant's Identification Cards can be found at:

<https://my.foplegal.com/UI/login.html>

The Fraternal Order of Police  
EIN 31-1439914

LEGAL DEFENSE PLAN  
PLAN DESCRIPTION  
(Full Coverage Options)

(As amended through March 13, 2024)

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## **PLAN DESCRIPTION**

The Plan is sponsored by the National Fraternal Order of Police and operated by Legal Plan, Inc. for the purpose of paying Legal Defense Costs for covered claims, on the terms and conditions specified in the Plan Description. The Plan coverage includes claims for Legal Defense Costs which a Participant incurs to defend litigation arising in connection with the authorized carrying of a weapon pursuant to and in full accordance with the Law Enforcement Officers Safety Act of 2004 (H.R. 218, as amended) ("LEOSA"). Legal Plan, Inc. also offers a separate Plan limited to retired FOP members who are eligible for Retired Law Enforcement Concealed Carry Legal Defense Plan coverage only under a separate plan description.

### Section 1. DEFINITIONS. As used in this Plan Description:

- A. "FOP" means the National Fraternal Order of Police;
- B. "Legal Plan, Inc." means the Fraternal Order of Police-Legal Plan, Inc.;
- C. "Board" means the Board of Trustees of Legal Plan, Inc., as that Board is constituted from time to time;
- D. "Plan" means this benefit plan sponsored by the National Fraternal Order of Police set forth in this Plan Description and any attachments, as amended from time to time;
- E. "Participant" means an active or associate member of the FOP as provided in this Plan Description, who has been accepted for participation and who has paid to the Plan or on whose behalf a Group has paid to the Plan all applicable participation fees due under the Plan;
- F. "Legal Defense Costs" means expenses a Participant has incurred for Legal Services and Reimbursable Costs, not to exceed the applicable limits of the Plan's liability;
- G. "Legal Services" includes advice, consultation and representation rendered by a licensed attorney to a Participant, including usual fees and office charges for paralegal assistance, telephone, mailing, copying, telefaxing, travel and similar office expenses, as well as all other necessary and appropriate costs and expenses, but excluding Reimbursable Costs;
- H. "Reimbursable Costs" means witness fees and expenses, expert fees and expenses including consultation, investigator fees and expenses, filing fees, court costs and transcript costs;
- I. "Plan Attorney" means an attorney with whom the Plan has contracted to perform legal services for Participants,;

- J. "Non-Plan Attorney" means an attorney, other than a Plan Attorney, selected by a Participant to provide Legal Services under the Plan and whose name has been recorded by the Benefit Administrator for payment, not to exceed the Plan's limits of liability applicable to such representation;
- K. "Employment" means employment by or service with a federal, state or local government law enforcement agency, whether with or without compensation, or employment by a law enforcement entity operated by one of the following: a private college/university; private hospital; private railroad; or Native American tribal government;
- L. "In the scope of employment" means all activities of a Participant while on duty in connection with employment, and all law enforcement activities authorized or required by the Participant's employment, whether on duty or technically off duty;
- M. "Notice" means reporting information as required by this Plan Description. Notice to an Administrator shall be effective on the date the Administrator receives it. Any notice of claim to the Benefit Administrator must be confirmed in writing on the prescribed claim form;
- N. "Retroactive Date" means the starting date after which a Participant's legal defense coverage has remained in continuous, uninterrupted effect, including renewals, as provided in Section 9; and

"Extended Reporting Period" if any, commences on the date a Participant's applicable coverage terminates and extends indefinitely. as provided in this Plan Description.

Section 2. PLAN SPONSOR AND ADMINISTRATION. The FOP, a not-for-profit corporation incorporated under the laws of Pennsylvania, is the Plan Sponsor. The Plan is managed and administered by Legal Plan, Inc. through its Board and the Board's designated Administrators and representatives.

Legal Plan, Inc. may employ or contract with an Enrollment Administrator and a Benefit Administrator (collectively hereinafter referred to as the "Administrators") whose duties on behalf of the Plan in accordance with the Plan Description shall be as follows:

- A. Enrollment Administrator. The Enrollment Administrator shall:
  - 1. publicize and promote the Plan;
  - 2. determine eligibility, enroll eligible persons, and provide and distribute enrollment cards and copies of the Summary Plan Description;
  - 3. bill, collect and disburse participation fees as the Board directs;
  - 4. report and account for receipts and disbursements as the Board directs; and

5. respond to Participants' and prospective Participants' questions concerning eligibility and enrollment. Questions should be directed to the Enrollment Administrator as follows until further notice:

Hylant Group, Inc.  
P.O. Box 1687  
Toledo, Ohio 43603-1687  
Telephone: 1-800-341-6038  
E-mail: [info@foplegal.com](mailto:info@foplegal.com)

B. Benefit Administrator. The Benefit Administrator shall:

1. approve and contract with attorneys, paralegals and other necessary persons to provide Legal Services as Plan Attorneys;
2. record Non-Plan Attorneys and give written notice to Participants who elect to use Non-Plan Attorneys stating the applicable benefit limits.
3. review, approve or disapprove claims for benefits;
4. administer and pay claims;
5. report and account for receipts and disbursements as the Board directs; and
6. respond to Participants' questions, notices and claims relating to benefits. Questions should be directed to the Benefit Administrator as follows until further notice:

Sedgwick  
P.O. Box 94950  
Cleveland, Ohio 44101-4950  
Telephone: 1-866-857-3276  
E-mail: [foplegal@sedgwick.com](mailto:foplegal@sedgwick.com)

Section 3. FINANCIAL. The Plan provides for the payment of Legal Defense Costs as provided in this Plan Description. Participation fees payable by each Participant shall be determined by the Board from time to time. Participation fees shall be based on the amounts projected to be needed to pay benefits, administrative costs and premiums for excess insurance, and to establish a fund for overhead and contingencies. Participation fees shall be held in trust for the exclusive benefit of Legal Plan, Inc. and its Participants, deposited in a fund or funds held in trust and invested by the Board until used to pay benefits, administrative costs, premiums, and overhead and contingencies. All benefits shall be paid from and are limited to assets of the Plan and any collectible insurance.

Section 4. CHANGES TO PLAN. The Board may modify, amend or terminate the Plan at any time. Any change shall become effective for all participation fees due, benefits accruing, and claims made to Participants or reported to the Plan on or after the effective date of the change.

Section 5. ELIGIBILITY. All active members and associate FOP members (who do not otherwise qualify for active full FOP membership) who are in good standing and who are in employment with federal, state or local government law enforcement agencies are eligible to participate in the Plan and receive benefits. The Administrators shall make reasonable efforts to ensure that all Participants are active or associate FOP members in good standing and otherwise eligible before enrolling them or paying benefits.

FOP members in good standing who are in employment with a law enforcement entity operated by one of the following: a private college/university; private hospital; private railroad; or Native American tribal government, and who are certified or commissioned to carry firearms by an appropriate state or federal authority, including but not limited to CPOST or POST certification, to carry firearms and make arrests in a law enforcement capacity, may be eligible in the Board's discretion to purchase only administrative and criminal coverage under the Plan. The Board also may extend civil monitoring if the employer defends the member in a civil lawsuit. If the employer does defend the member in a civil lawsuit where the employee is facing personal liability for monetary damages, then the Board may extend civil monitoring coverage. If the employer subsequently refuses to defend the member, the civil monitoring portion will cease, and the Plan will not pay a lawyer to defend the member in the civil action. The rate for such administrative and criminal coverage shall be the same as the rate for full coverage; the rate for such criminal coverage only shall be the same as the rate for civil and criminal coverage.

Section 6. PREREQUISITES FOR PARTICIPATION. Participation in, and the right to benefits under the Plan, arises only upon approval by the Enrollment Administrator of an application to participate and payment to the Enrollment Administrator of applicable participation fees.

Section 7. METHOD OF APPLICATION – INDIVIDUALS AND GROUPS.

A. Application for participation in the Plan may be made on one of two bases:

1. Individual application for participation by any active or associate member of the FOP; or
2. Group application for participation by active and associate members of state or local lodge, bargaining unit or state labor councils (a "Group"). A Group:
  - a. shall consist of at least fifty (50) FOP active members of a state or local lodge, bargaining unit or state labor council; or
  - b. shall consist of such lesser number of FOP active members of any such entity equal to at least fifty percent (50%) of the number of members; and
  - c. under either subparagraph (a) or (b), may also include as Participants FOP associate members who are not eligible to be active members and who are in

Employment with federal, state or local government law enforcement agencies, in the Board's discretion.

- B. Applications for participation shall be submitted to the Enrollment Administrator on forms provided by the Plan. A Group may apply for coverage by subgroups having different coverages; provided that, all Participants in a Group or subgroup shall have the same coverage. Groups applying for coverage which includes optional prior-acts coverage authorized pursuant to subsection C of Section 14 shall not be eligible for coverage by subgroups at inception of coverage; all Participants in such a Group shall have the same coverage at inception. Applications not fully and accurately completed may result in ineligibility for, and non-payment of, benefits.
- C. By Participating on a Group basis, the Group agrees that it is responsible for and has a fiduciary duty under ERISA to distribute and/or make available identification cards (if requested), Summary Plan Descriptions, revised Summary Plan Descriptions, annual summaries of material modifications and summary annual financial reports to each Group Participant in accordance with ERISA standards whenever such items are received from the Plan.

Section 8. EFFECTIVE DATE OF COVERAGE. The effective date of Plan coverage for any Participant shall be the first (1<sup>st</sup>) 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 Group applicants, as applicable.

Section 9. RETROACTIVE DATE.

- A. A Participant's Retroactive Date is the date the Participant's coverage under the Plan shall be deemed to have started. No benefits shall be paid for Legal Defense Costs incurred before the Retroactive Date.
- B. A Participant's Retroactive Date applicable to a claim for coverage of a particular risk is the earliest of the following:
  - 1. the effective date of the Participant's coverage for that risk under the Plan; all coverages may not have the same effective date, including but not limited to administrative off-duty coverage; or
  - 2. the effective date of the Participant's coverage for that risk under legal defense insurance sponsored by the National Fraternal Order of Police immediately preceding the creation of the Plan, if such coverage was continuous with coverage under the Plan.
- C. Coverage under the Plan shall be deemed "continuous" with previous coverage for a risk only if the effective date of Plan coverage is not more than thirty (30) days after the date of termination of previous coverage for that risk.

- D. If a Participant's coverage for a risk under the Plan terminates effective on a certain date and is subsequently reinstated at a later date, the Participant's Retroactive Date following reinstatement shall be the effective date of reinstatement.

Section 10. PROOF OF PARTICIPATION.

- A. Upon approval of any Group or individual application for participation, the Enrollment Administrator shall provide to the Group or individual the following:
  - 1. Electronic access to the current Summary Plan Description or, upon request, a copy of the current Summary Plan Description.
  - 2. Electronic access to a participation identification card or, upon request, each Participant shall be issued a participation identification card, which shall contain such information as Legal Plan, Inc. shall determine, which may include, but is not limited to, the name and address of the individual enrolled and the effective date of coverage. The Enrollment Administrator shall issue (upon request) or provide each Participant or group with access to the identification card(s) no later than thirty (30) days after the Participant's effective date of coverage. Participation identification cards do not impact Participants' eligibility or coverage.

Section 11. PLAN COVERAGES – COVERAGE OPTIONS.

The Plan shall be offered with the following coverage options:

Full Coverage – Coverages A, B, and C

Two Coverages – Coverages B and C

Section 12. PARTICIPATION FEES – TERMINATION FOR NON-PAYMENT.

- 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, as supplemented, modified or amended from time to time by the Board.
- B. Participation fees shall be payable on an annual basis and such additional bases as the Board shall prescribe from time to time. The initial participation fee payment shall be due at the time of, and for individual coverage 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. 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 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 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 applicable due date, and reapplication shall be required.

Section 13. 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 employment, either voluntary, involuntary or by retirement pursuant to the retirement rules of the Participant's employer; 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.

Section 14. COVERAGES.

- A. Subject to the exclusions in Section 16, any applicable limits of liability specified in this Plan Description, and any coverage limitations stated in this Plan Description, the Plan shall reimburse and pay on behalf of a Participant reasonable and necessary Legal Defense Costs which the Participant is legally obligated to pay under the following coverages:
1. Coverage A: Legal defense or, subject to the absolute discretion of the Benefit 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 salary, dismissal, change of assignment, demotion, leave of absence, resignation or other professional rights, duties or responsibilities as determined by the 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 employment;
2. Coverage B: Legal defense of a civil action or proceeding brought against a Participant, arising directly out of the Participant's activities in the scope of employment; provided, coverage does not extend to counterclaims or cross claims in actions brought by a Participant, unless the Board approves otherwise; and
3. Coverage C: 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.

The Plan is excess. However, if an employer defends the Participant in a lawsuit arising in the scope of employment, the Plan will provide an additional lawyer to monitor the claim if the Participant is exposed to the likelihood of personal liability for money damages. If an employer refuses to defend the Participant, the Plan will pay to defend the Participant.

- B. Coverage A shall extend to off-duty occurrences which give rise to administrative discipline or sanction. No additional fee shall be charged for this extension of coverage. Such off-duty supplement to Coverage A is subject to all terms and conditions of that coverage. As used in this subsection, "off-duty" means conduct not "in the scope of employment" as defined in this Plan Description.
- C. The Board in its absolute discretion may offer prior-acts coverage to qualifying Groups at the time a Group initially joins the Plan in accordance with the following:
  1. Prior-acts coverage, if offered, shall cover claims arising from occurrences, acts or events commencing prior to the initial effective date of the Group's coverage under the Plan/Participant's Retroactive Date, subject to any applicable prior-acts date for Coverage E.
  2. Prior-acts coverages shall consist of:
    - a. Coverage E: coverage for claims whose existence is unknown to the claimant and of which no notice has been given, which would have been covered by the Group's previous plan or insurance had that plan or insurance not been replaced by coverage under this Plan and which have not been reported to the previous plan or insurance. The Board shall adopt a prior-acts date as provided in paragraph 6 of this subsection; and
    - b. Coverage F: coverage for claims whose existence is known or should have been known to the claimant and which were or would have been reported to and covered by the Group's previous plan or insurance. To qualify for coverage under Coverage

F, each such existing claim must be fully disclosed in the Group's application as provided in paragraph 7 of this subsection.

3. Benefits for prior-acts Coverage E and Coverage F extend only to Legal Defense Costs incurred on and after the Group's initial effective date of coverage/claimant's Retroactive Date.
4. To qualify for prior-acts coverage, a Group shall meet the following criteria:
  - a. the Group, including all Participants in the Group, carried comparable coverage for equivalent risks (administrative, civil and criminal) under the Group's previous plan or insurance, and coverage under such previous plan or insurance is "continuous" with Plan coverage, as defined in subsection C of Section 9;
  - b. the Group, including all Participants in the Group, reported all claims of which the Participants knew or should have known to the Group's previous plan or insurance; and
  - c. the Group's previous plan or insurance terminated all benefits to Participants in the Group, including benefits for existing claims, upon termination of its coverage.
5. Prior-acts coverage may be extended only to Participants who are members of the Group on the initial effective date of the Group's Plan coverage and whose Retroactive Date is the same as the Group's initial effective date of coverage under the Plan. Group members joining the Plan as Participants subsequent to that date are not eligible for prior-acts coverage.
6. In exercising its discretion to offer Coverage E, the Board shall adopt a prior-acts date preceding the Group's initial effective date of coverage and shall limit the Group's Coverage E to claims arising from occurrences, acts or events commencing on and after that date. The Board shall adopt and implement additional charges at rates determined to be actuarially sound and sufficient to fully compensate for expected losses and expense for such coverage.
7. In exercising its discretion to offer Coverage F, the Board shall require Groups to fully disclose all relevant information on existing claims. The Board shall underwrite this coverage for each Group individually at rates for that Group determined by an experienced claims professional to be sufficient to fully compensate for expected losses and expense for such coverage. Existing claims which are not fully disclosed or for which information disclosed is misleading are not eligible for coverage and will not be covered.
8. Subsection B of Section 13 notwithstanding, Plan benefits for prior-acts coverages afforded pursuant to this subsection shall cease upon termination of the Participant's and/or Group's coverage under the Plan.

- A. Except as provided otherwise in subsection B of this section for claims reported during the Extended Reporting Period and subsection D of this section for prior-acts coverage of existing claims, this Plan applies only to claims that are first made to the Participant and reported to the Plan on or after the Participant's Retroactive Date applicable to that claim, and on or before the date of termination of the applicable coverage with respect to that Participant. In addition, except as provided otherwise in subsection D of this section for prior-acts coverage, 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 Benefit 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 under Coverages A (administrative), B (civil) and C (criminal) which are first reported to the Plan following termination of one or more of said coverages are subject to an Extended Reporting Period only as described in this subsection:

1. An Extended Reporting Period applies to claims under Coverages A, B and C only if:
  - a. a Participant's coverage is canceled or terminates other than because the Participant's membership in the FOP is terminated or suspended; or
  - b. the Plan renews or is replaced with a new Plan that:
    1. has a retroactive date later than the Participant's Retroactive Date under this Plan; or
    2. 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 indefinitely.
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.
- C. Subsection B of this section does not apply to prior-acts Coverage E and Coverage F. There is no Extended Reporting Period for claims under Coverage E and Coverage F.
- D. Prior-acts Coverage E and Coverage F cover claims without regard to the fact that the claims arose from occurrences, acts or events which commenced before the effective date of the Group's initial coverage/Participant's applicable Retroactive Date; provided that, Plan benefits extend only to Legal Defense Costs incurred on or after that date; and further provided that, for purposes of Coverage E, the occurrences, acts or events commenced after any applicable prior-acts date adopted by the Board.

Section 16. 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 in subsection B of Section 14;
  2. claims relating to a collective bargaining agreement (other than grievances arising from disciplinary action against a particular individual Participant), workers' compensation, occupational health and safety, unemployment compensation, disability benefits, or similar laws or programs;
  3. payment or indemnification for any loss incurred, including but not limited to loss incurred as a result of any proceeding, action, judgment, award, settlement, fine or penalty of any kind;
  4. claims or matters for which legal defense is available under a motor vehicle insurance policy or any other plan or insurance, as provided in subsection B of this section;
  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, local government or private employer system;
  7. the cost of bail bonds, appeal bonds or other bonds; and

8. as otherwise excluded or limited by this Plan Description.
- B. If 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.

There may be situations in which an attorney is being provided through another plan or insurance, but the obligation to provide services and coverage is limited in scope. Under those circumstances only, this Plan affords monitoring coverage as provided in the Board's Standards for Attorney Monitoring, as amended from time to time.

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.

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 Legal Plan, Inc., 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
3. do nothing to prejudice the rights of Legal Plan, Inc. to recover money or benefits due the Participant in connection with such coverage claims. Legal Plan, Inc. shall pay all expense for the pursuit of such coverage claims, and reserves the right to assume the legal representation of the Participant for that purpose.

Section 17. BENEFITS – SALARY REIMBURSEMENT OPTION – TEMPORARY AND PROBATIONARY EMPLOYEES.

Attorneys paid by the Plan are neither agents nor employees of the Plan. The Plan makes no recommendation or warranty, express or implied, with respect to the skills, licensures, or expertise of such attorneys.

- A. Plan Attorney Benefits. Subject to subsections C, D, E, and F, Legal Services are covered in full when a Participant uses a Plan Attorney, including off-duty administrative coverage pursuant to subsection B of Section 14.

Reimbursable Costs are also covered in full; provided that expenses for expert witnesses, investigators and transcripts must be approved in advance by the Benefit Administrator.

- B. Non-Plan Attorney Benefits. Subject to subsections C, D, E and F, Legal Services are covered up to the following limits when using a Non-Plan Attorney:

Coverage A:	All services including off-duty	\$10,000
Coverage B:	All services except trial	\$10,000
	Trial	\$10,000
Coverage C:	All services except trial	
	and grand jury	\$10,000
	Trial	\$10,000
	Advice and consultation for	
	grand jury hearing	\$2,500

Reimbursable Costs are covered up to a maximum limit per claim of \$1,000 when using a Non-Plan Attorney.

The Plan reserves the right to refuse to make direct benefit payments to a Non-Plan Attorney who has, in dealings with the Plan, refused or neglected to provide reports and billings in accordance with Plan requirements and/or has tendered bills for hours in excess of the usual and customary amount for similar representation in the geographic area. If the Plan refuses to make direct payment, the Plan shall reimburse the Participant in the usual and customary amount applicable to the representation. Such payment shall relieve the Plan of any obligation to the Non-Plan Attorney and the Participant for that representation.

- C. Salary Reimbursement Option. In lieu of Legal Defense Costs, Participants whose claims involve suspension or other discipline resulting in actual salary loss may elect to receive reimbursement of up to three (3) days' actual salary loss. The salary loss must result directly from the matters at issue in the claim, as determined by the Benefit Administrator. Salary loss shall be calculated at the Participant's regular basic salary rate excluding the value of overtime, perquisites (such as use of a vehicle or other equipment, etc.) and employment benefits, as determined by the Benefit Administrator. The election may not be rescinded or reversed with respect to the claim or other related claims after the reimbursement benefit is

paid. This option may not be elected nor may benefits be paid for more than one occurrence taking place in any one (1)-year period of time, except as the Board in its discretion may approve otherwise. The Participant has the duty to provide satisfactory proof of salary and actual salary loss. The right to elect this option expires 180 days after the first (1<sup>st</sup>) day suspension begins.

- D. Benefit Limit for Termination of Temporary and Probationary Employees. Notwithstanding any other provision of this Plan Description, temporary or probationary employees serving at will who are terminated without any right of appeal during or at the end of the temporary employment or probationary period, for any reason or for no stated reason, shall be entitled only to Legal Defense Costs for one informal *Loudermill* or similar non-adversarial meeting or hearing.
- E. Change of Attorney. The Plan covers Legal Defense Costs of one attorney from commencement to termination of a claim. If the Participant desires to change to a different attorney or to use more than one attorney, the Plan will cover the charges of any such different or additional attorney only if the Benefit Administrator, in its absolute discretion, has determined that there is good cause for doing so and the claimant has agreed to pay the costs, as determined by the Benefit Administrator, of any duplication of services.

Section 18. MISCELLANEOUS TERMS AND CONDITIONS.

- A. Notice of Occurrence. When an occurrence takes place which may result in a claim for benefits, the Participant shall give written or verbal Notice to the Benefit Administrator as soon as practicable. Such Notice shall specify particulars sufficient to identify the Participant, and all reasonably obtainable information respecting the time, place and circumstances of the occurrence. When verbal Notice is given, the Participant shall confirm Notice in writing on the claim form prescribed by the Benefit Administrator.
- B. Assistance and Cooperation of the Participant. The Participant shall assist and cooperate with the Plan toward the resolution of any claim, including assisting with discovery and appearing for depositions, hearings and trial.
- C. Subrogation. In the event of any payment under the Plan, the Plan shall be subrogated, to the extent of the Plan's payment of benefits, to the Participant's right to recover attorney's fees against any person, agency, organization, political subdivision or any other entity. The Participant shall execute and deliver instruments and other documents, cooperate with the Plan in every way, appear for depositions and hearings, and do whatever else is necessary to secure and pursue such rights. The Participant shall do nothing to prejudice such rights.

In the event that subrogation is not permitted or is unavailable for any reason, and the Participant is entitled to receive or receives payment as the result in part of any such right to recover attorney's fees, Legal Plan, Inc. shall have a right of reimbursement for all amounts paid by the Plan on behalf of the Participant, up to the amount of the Participant's Plan benefits.

D. Changes and Amendments to Plan Only by Written Amendment. Notice to or knowledge possessed by any agent or other person shall not effect a waiver or change in any part of this Plan Description, its attachments or estop the Plan from asserting any right under the terms of same. The terms of this Plan Description or its attachments shall not be waived or changed, except by written amendment or endorsement approved by the Board and issued to form a part of same.

E. Cancellation.

1. Participation in the Plan may be canceled by a Group, or the participation of an individual Participant may be canceled by the Participant, for any reason by providing notice to the Enrollment Administrator stating the date thereafter on which cancellation shall be effective.
2. Except as provided in subsection F, the participation of a Group or an individual Participant may be canceled by the Plan only for non-payment of participation fees, discontinuation of the Plan or the Participant's ineligibility. Notice shall be given by mailing written Notice to a canceled Group or to a canceled individual Participant, at the last-known address or e-mailing to the last-known e-mail address, stating the effective date and time of cancellation. The mailing or e-mailing of Notice shall be sufficient proof of notice. The effective date and time of cancellation stated in the Notice shall be the date and time of termination.
3. In-person delivery, mailing written notice to the last known address, or e-mailing to the last-known e-mail address of such written Notice of cancellation by a Group, the Participant or the Plan shall be equivalent to mailing.
4. If a Group cancels its participation in the Plan, or an individual Participant cancels participation for any reason other than death, permanent disability or a judgment of incompetency, participation fees shall be deemed earned through the last day of the month in which cancellation is effective. Any prepaid, unearned participation fees in excess of such earned fees shall constitute the refund due the Group or individual; provided, if cancellation is effective in any month other than the month of the membership anniversary, an additional amount equal to annual administrative fees incurred by the Plan shall be deducted from the refund. Refunds may be made either on the date cancellation is effective or as soon as practicable.
5. Other than as provided in paragraph 4 of this subsection, any other participation fee adjustment or refund shall be computed pro rata as of the effective date of cancellation.

F. Nonrenewal. If the Plan declines to renew a Group's participation in the Plan or coverage of a Group Participant, the Plan shall mail, e-mail, or deliver to the Group or Group Participant at the address shown in the declarations written Notice of the nonrenewal not less than sixty (60) days before the expiration date of the coverage period. If the Plan declines to renew

coverage of an individual Participant, the Plan shall mail, email, or deliver to the Participant at the Participant's last-known address or email address written Notice of the nonrenewal not less than sixty (60) days before the expiration of the Participant's coverage. The mailing of Notice shall be sufficient proof of Notice.

- G. Non-Assignment. The interest of any Participant in the Plan and its benefits is not assignable.
- H. Death, Disability or Incompetency. If a Participant dies, is permanently disabled or is adjudged incompetent, the Plan shall terminate on the date of death, disability or incompetency as to that Participant. The Plan shall pay benefits to or on behalf of the Participant or Participant's legal representative with respect to covered claims incurred prior to the date of death, disability or incompetency.

Section 19. PLAN TERRITORY. The benefits afforded by this Plan apply only to Legal Defense Costs for suits, proceedings or criminal actions brought within the United States of America.

Section 20. CHOICE OF COUNSEL. A Participant shall have the right to employ an attorney of his or her choice, subject to the Plan's terms, conditions and applicable coverage limits. The Plan shall have no obligation to designate or recommend attorneys and shall not be a guarantor in any manner of the skill of any attorney, even if the attorney is a Plan Attorney.

Section 21. PLAN'S LIMITED AUTHORITY OVER COUNSEL. Legal Plan, Inc. acting through the Benefit Administrator shall have sole authority to approve, contract with and list Plan Attorneys, and to approve Non-Plan Attorneys as meeting minimum applicable Plan qualifications, to render Legal Services to Participants.

Participants are free to select counsel other than Plan Attorneys. However, the Plan is not obligated to pay for such representation except on the terms and conditions provided in this Plan Description.

Section 22. MINIMUM ATTORNEY QUALIFICATIONS.

- A. No attorney shall be engaged by the Plan or compensated by the Plan for services rendered to a Participant unless such attorney has attested in writing to the Plan that the attorney:
  - 1. is properly authorized to practice law in the applicable jurisdiction;
  - 2. accepts the Plan's hourly fee, expense reimbursement and other compensation arrangements; and
  - 3. accepts the Plan's required periodic reporting and billing procedures.
- B. No Plan Attorney shall be compensated by the Plan for Legal Services rendered to a Participant unless the attorney has provided current proof of coverage under a professional legal malpractice liability insurance policy providing coverage limits of at least \$100,000 per

claim/\$300,000 aggregate, or such higher limits as the Benefit Administrator may deem necessary with respect to a particular representation.

- C. Each Plan Attorney shall disclose in writing the following information:
  - 1. all attorney disciplinary proceedings to which the attorney or the attorney's firm are currently subject, or state that there are none;
  - 2. all legal actions alleging legal malpractice to which the attorney or the attorney's firm are currently subject, or state that there are none;
  - 3. all rulings by attorney disciplinary authorities or courts during the preceding five years which resulted in sanctions, including formal and informal reprimands, against the attorney or any firm with which the attorney was associated at the time sanctions were imposed, or state that there are none; and
  - 4. all legal actions during the preceding five (5) years in which the attorney or any firm with which the attorney was associated was adjudged guilty of or liable for legal malpractice, or state that there are none.
- D. Each Plan Attorney shall agree to give written notice to the Benefit Administrator within ten (10) days following the initiation of any attorney disciplinary proceedings or legal actions alleging legal malpractice, which proceedings or actions involve the attorney or the attorney's firm.
- E. Each Plan Attorney shall agree to abide by the Plan's detailed attorney guidelines.
- F. No attorney shall be approved or included on the list of Plan Attorneys until such attorney has complied with subsections A, B, C, D and E of this section. No attorney shall be approved or included on the list of Plan Attorneys if the Board disapproves the attorney's inclusion on the list.
- G. The Board may remove Plan Attorneys from their status as Plan Attorneys at any time with or without cause. Removal shall apply to all claims reported to and accepted by the Plan on and after the effective date of removal.

Section 23. ATTORNEYS NOT PLAN EMPLOYEES OR AGENTS. Attorneys performing Legal Services for Participants under the terms of this Plan are not agents or employees of the Plan. The Plan makes no recommendation or warranty, express or implied, with respect to the skills, licensures, or expertise of any attorneys, including Plan Attorneys. Any attorney rendering Legal Services to Participants under the Plan shall maintain the attorney-client relationship with the Participant and is solely responsible to the Participant for all Legal Services provided. The Plan shall not interfere with or have the right to control performance of the attorney's duties. Information which the attorney receives from the Participant incidental to the attorney-client relationship shall be confidential and, except for use incidental to the administration of the Plan, shall not be disclosed without the Participant's consent.

Section 24. INTERPRETATION OF THE PLAN. The construction and interpretation of Plan provisions are vested with the Board in its absolute discretion, including but not limited to the determination of facts, coverage, benefits, eligibility and all other Plan provisions. The Board and the Plan shall endeavor to act, whether by general rules or by particular decisions, so as to treat all persons in similar circumstances without discrimination with respect to race, color, religion, creed, national origin or sex. The Board's constructions, interpretations, determinations and decisions shall be final, conclusive and binding upon all persons having an interest in the Plan.

Section 25. CLAIMS REPORTING AND APPEALS PROCEDURES.

A. A Participant shall promptly notify the Benefit Administrator of:

1. any occurrence the Participant has reason to believe may result in a claim for benefits;
2. any communication the Participant receives concerning a pending or threatened claim, action or proceeding which may result in a claim for benefits; and
3. any claim for benefits.

Notice must be confirmed in writing on a prescribed claim form provided by the Benefit Administrator.

B. The Benefit Administrator shall make a decision on any claim for benefits promptly, and not later than ninety (90) days after the Benefit Administrator's receipt of the claim, unless the Benefit Administrator determines special circumstances require an extension of the time for processing. In that case the Benefit Administrator shall notify the claimant in writing or electronically of an extension, not to exceed ninety (90) days, stating the special circumstances and the date by which a decision will be made. If the Benefit Administrator denies a claim, in whole or in part, the Benefit Administrator shall send the Participant a written or electronic notice, prepared in a manner calculated to be understood by the Participant, setting forth:

1. the specific reasons for the denial;
2. specific reference to pertinent Plan provisions on which the denial is based;
3. if applicable, a description of any additional material or information necessary for the Participant to perfect the claim and an explanation of why such material or information is necessary; and
4. an explanation of the Plan's review and appeal procedure, the time limits applicable to such procedure, and a statement that the claimant has a right to bring a civil action under Section 502(a) of the federal Employment Retirement Income Security Act ("ERISA") following an adverse benefits decision upon appeal and review.

- C. Within sixty (60) days of the date upon which a Participant is first notified of any decision by the Benefit Administrator to deny the Participant's claim in whole or in part, the Participant may appeal the Benefit Administrator's decision by submitting a written appeal to the Board. As part of the appeal procedure:
1. Participants shall have the opportunity to submit written comments, documents, records and other information relating to their claims;
  2. Participants shall be provided upon request and free of charge reasonable access to and copies of all documents, records and other information relevant to their claims; and
  3. All comments, documents, records and other information which the claimant submits shall be taken account of in the claim review, regardless of whether such information was submitted or considered in the initial benefit determination.

The Board shall notify the Participant through the Benefit Administrator of its decision in writing or electronically within sixty (60) days of its receipt of the appeal, unless the Benefit Administrator determines special circumstances require an extension. In that case the Benefit Administrator shall notify the claimant in writing or electronically of an extension, not to exceed sixty (60) days, stating the special circumstances and the date by which a decision will be made. The Board's decision shall state specific reasons for the decision with references to pertinent Plan provisions and shall state the claimant has the right to be provided upon request and free of charge reasonable access to and copies of all documents, records and other information relevant to the claim and has the right to bring a civil action as specified in paragraph B(4) of this section. The decision of the Board on appeal shall be final, and shall not be subject to further administrative appeal and review.

Section 26. SEVERABILITY. If any provision of this Plan Description or attachments is found to be invalid, unlawful or unenforceable, all other provisions shall remain in full force and effect.

Section 27. ERISA RIGHTS.

- A. This Plan Description constitutes the Summary Plan Description for purposes of the federal Employment Retirement Income Security Act ("ERISA"). Each Participant shall be entitled to a copy of this Summary Plan Description.
- B. Participants in the Plan are entitled to certain rights and protections under ERISA. ERISA provides that all Participants are entitled to:
  1. receive information about the Plan and benefits;
  2. examine, without charge, at the Board's office or the Enrollment Administrator's office, all Plan documents, including insurance contracts, and a copy of the latest annual report (Form 5500) filed with the U.S. Department of Labor, which is also available at the Public Disclosure Room of the Employment Benefits Security Administration;

3. obtain copies upon written request to the Board or Enrollment Administrator of all documents governing the operation of the Plan, including insurance contracts, and copies of the latest Summary Plan Description and annual report (Form 5500). The Board and the Enrollment Administrator may make a reasonable charge for the copies; and
  4. receive from the Board a summary of Legal Plan, Inc.'s annual financial report. The Board is required by law to furnish each Participant with a copy of the summary annual report.
- C. In addition to creating rights for Participants, ERISA imposes duties upon the people who are responsible for operation of the Plan. The people who operate the Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Participants and beneficiaries. No one may fire you or otherwise discriminate against you in any way for purposes of preventing you from obtaining a benefit or exercising your rights under ERISA.

If you make a claim for benefits which 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.

There are steps you can take to enforce your rights under ERISA. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within thirty (30) days, you may file suit in Federal court. In such a case, unless the materials were not sent because of reasons beyond the Plan's control, the court may require the Board or other Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials.

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.

If Plan fiduciaries misuse Legal Plan, Inc.'s money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor or 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 (for example, if the court finds that the claim is frivolous), the court may order you to pay these costs and fees.

If you have any questions about the Plan, you should contact the Board or the Administrators.

If you have any questions about this statement or your rights under ERISA or need assistance in obtaining documents from the Board or Plan Administrators, you should contact the nearest Office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your local telephone directory, or:

Division of Technical Assistance and Inquiries  
Employee Benefits Security Administration  
U.S. Department of Labor  
200 Constitution Ave. 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.

Section 28. GENERAL INFORMATION.

Plan Sponsor:	The National Fraternal Order of Police 701 Marriott Dr. Nashville, TN 37214
Administrator and Agent for Service of Process:	The Fraternal Order of Police Legal Plan, Inc. 701 Marriott Dr. Nashville, TN 37214

Legal Process may also be served on the Board

Plan Trustees: Board of Trustees of the Fraternal Order of Police-Legal Plan, Inc.

Stephen E. James, President	Jerry W. Wright, Trustee
Peter J. Fogarty, Vice-President	David Mutchler, Trustee
Robert A. Martin, Treasurer	Bill Albertson, Trustee
Tony Harrison, Secretary	

Plan Trustees' address: 701 Marriott Drive, Nashville, TN 37214

Electronic copies of this Plan Description can be found at:

<https://www.foplegal.com/marketing.html>

Electronic copies of Participant's Identification Cards can be obtained at:

<https://my.foplegal.com/UI/login.html>

#### Employer Identification

Number of Plan Sponsor:	31-1439914
Plan Number:	501
Plan Year Ends:	April 30 <sup>th</sup> of each year
Plan Records/Basis kept:	Fiscal Year (May 1 - April 30)

#### PARTICIPATION FEES SCHEDULE

Full Coverage (including administrative off-duty)	\$324.00
Two Coverages – civil and criminal	\$72.00

Note: These fees may be modified, as provided in the Plan Description, and are subject to change in the Board's discretion. Additional fees will be charged for Group prior-acts Coverage E and Coverage F.

Coverage for private university/college; private hospital; private railway or Native American tribal law enforcement personnel does not include coverage for civil lawsuits.

## EXHIBIT B


# FOP ACTIVE MEMBER

The Voice of Our Nation's Law Enforcement Officers®



2024  
ANTHONY DELUSTRO  
SUMMERVILLE-DORCHESTER  
FOP #048  
SOUTH CAROLINA  
#00492



This is to certify that the Lodge named above hereof  
has legally formed for the purpose of constituting a  
branch of the Fraternal Order of Police, under a charter  
granted by the National Fraternal Order of Police. 

*James M. Haffield*

**National Secretary**

[www.fop.net](http://www.fop.net)