

LEGAL ASSISTANCE PLAN DOCUMENT

Effective October 4, 2008

Article 1 BENEFITS

1.1. All benefits set forth in this article are subject to the exclusions and limitations set forth in this Plan and attached hereto.

1.2. Disciplinary and Administrative cases – Subject to Section 1.1 of this article, a Participant against whom a disciplinary or an administrative action has been initiated by an agency shall be entitled to the following legal services:

(a) Legal representation by a Staff Attorney for any such disciplinary action through any available administrative review;

(b) Legal representation by a Staff Attorney pursuant to a state statutory right, collective bargaining agreement, or other local appeal process established by city charter, ordinance, rule or procedure to appeal a promotional passover, or secure departmental compliance with timely promotion into a vacant position;

(c) Legal representation by a Staff Attorney pursuant to a state statutory right, collective bargaining agreement, or other local appeal process established by city charter, ordinance, rule or procedure to challenge or appeal a question of fitness for duty, extension of line of duty illness or injury leave, or pregnancy leave;

(d) Customary and reasonable expert consulting and witness fees necessary to provide adequate legal representation hereunder.

1.21. Temporary Income Protection--Subject to Section 1.1 of this article, a Participant, who is paying the current CLEAT dues then in effect on the date of the temporary suspension; against whom any disciplinary action is taken by the Participant's law enforcement or public safety employer, which results in a temporary suspension and a loss of pay; and is not appealed in any manner, shall be entitled to Temporary Income Protection of One Hundred Dollars (\$100.00) per day of temporary suspension up to a maximum of Five Hundred Dollars (\$500.00) per calendar year. A Participant must make application within 180 days of the date of the temporary suspension on a form, which is available at www.cleat.org or any CLEAT office. The application must be filled out completely and a copy of the actual suspension letter must be attached to the application before it will be considered. The Plan Administrator, or his designee, shall review the application for eligibility and approved applications shall be forwarded for payment. Approved payments shall be mailed to the Participant at the address then on file with CLEAT within thirty (30) days from the date the completed application is received by the Plan Administrator or his designee. This paragraph provides maximum benefits of no more than five days for any calendar year in which any claim is submitted. The calendar year shall be construed as beginning January 1, and ending December 31, of each year.

1.3. Defense of civil actions – Subject to Section 1.1 of this article, a Participant shall be entitled to the following legal services in regard to civil actions:

(a) Legal defense by a Staff Attorney in a civil action brought against a Participant arising out of the Participant's official performance of duty as a peace officer, correctional officer, public safety employee or other Board-approved class of member;

(b) Customary and reasonable legal counseling services by a Staff Attorney in preparation for an action described in subsection (a) hereof, whenever it appears reasonably probable that such an action will be commenced;

(c) Necessary costs of court or of the litigation, to include any reasonable and necessary deposition costs.

(d) Customary and reasonable expert consulting and/or witness fees necessary to provide adequate legal representation hereunder.

1.4. Defense of criminal civil rights prosecution – Subject to Section 1.1 of this article, a Participant shall be entitled to the following legal services in regard to criminal civil rights cases:

(a) Legal defense by a Staff Attorney in a case where the Participant is officially charged or indicted with an offense under any section of Chapter 39 “Abuse of Office”, 37.09, or 37.10 of the Texas Penal Code or under 18 U.S.C. Sections 241 or 242, for acts or omissions arising out of the official performance of duty as a peace officer, correctional officer, public safety employee or other Board-approved class of member;

(b) Customary and reasonable legal counseling services by a Staff Attorney in preparation for a case described in Subsection (a) hereof, whenever it appears reasonably probable that such a criminal prosecution will be commenced or whenever a criminal investigation relating to such an offense focuses on the Participant, whichever is earlier;

(c) Necessary costs of court or of the litigation, to include any reasonable and necessary deposition costs.

(d) Customary and reasonable expert consulting and/or witness fees necessary to provide adequate legal representation hereunder.

(e) Legal representation for any appeal of a criminal civil rights conviction only to the extent of approval by the Plan Administrator with advice and consent of the Executive Board, if any.

1.5. Other criminal prosecution – Subject to Section 1.1 of this article, a Participant shall be entitled to the following benefits:

(a) In any case in which a Participant is officially charged by information or indictment for any offense not specifically set forth in Section 1.4 of this article, for acts or omissions which are alleged to have occurred during the Participant’s official tour of duty and while the Participant reasonably believed he acted as required by law as a peace officer, or while the Participant reasonably believed he acted while off-duty as required by law as a peace officer, a Participant shall receive the services provided for in Subsection (b);

(b) Customary and reasonable legal services and expenses by a Staff Attorney for a case described in Subsection (a) hereof, whenever it appears reasonably probable that such a criminal prosecution will be commenced or whenever a criminal investigation relating to such an offense focuses on the Participant, whichever is earlier;

1.6. Affirmative civil litigation – Subject to Section 1.1 of this article, when legal assistance may have a positive effect on law enforcement unit(s) locally or statewide, the Plan Administrator within the restrictions of sound fiscal management may in his sole discretion on a case-by-case basis provide part or portion of the following benefits:

(a) Legal representation by a Staff Attorney to ensure or promote compliance by an employer with prevailing statutory or constitutional provisions for Participants or local associations;

(b) Legal representation by a Staff Attorney to obtain interpretation of prevailing statutes for local associations;

(c) Customary and reasonable legal counseling services by a Staff Attorney concerning the legality of political, lobbying, or collective bargaining tactics by local associations;

(d) Costs of court in actions brought pursuant to Subsections (a) and (b) hereof;

(e) Expenses in providing services under (a), (b) or (c); and/or

(f) Customary and reasonable expert consulting and/or witness fees necessary to provide adequate legal representation hereunder.

1.7. Probate-Related Matters--Subject to Section 1.1 of this article, a Participant, who is paying the current CLEAT dues then in effect on the date of death of the participant and/or his/her spouse, shall be entitled to the following benefits:

(a) Preparation by a staff attorney of simple wills, pre-death directives and powers of attorney for a Participant and his/her spouse;

(b) Legal representation for the Participant and/or his/her spouse by a staff attorney to probate the testate estate of a Participant and/or his/her spouse provided that the participant and/or

his/her spouse's simple wills, pre-death directives and powers of attorney were prepared by or at the direction of a CLEAT attorney.

1.8. Legal Advice or Counseling – Subject to Section 1.1 of this article, a Participant or local association shall receive the following legal services:

(a) Customary and reasonable legal counseling services as provided in Section 1.2-1.6 above and concerning the meaning of statutes involving open records, pensions, disability, civil services, collective bargaining, or social security.

(b) Provided, however, this Plan does not provide for such legal counseling to the extent that the Participant may be impacted by external laws, including, but not limited to, taxation statutes.

1.9. Defense of Local Associations – A local association shall, upon approval of the Plan Administrator, be entitled to a legal defense in a civil action brought against the local association by one of its members, including participants, if such civil action arises out of the local association's normal course and scope of labor relations business.

1.10. Use of Private Attorney – If the Participant desires an attorney other than a designated staff attorney for representation under Article 1.2, 1.3, 1.4, 1.5, or 1.6 of this Legal Plan, the attorney requested by the Participant shall agree to represent the Participant in accordance with the following payment schedule contained in subparagraphs (a) through (e) of this Article (1.10) before CLEAT shall be responsible for payment of any fees or costs.

(a). For all matters in Articles 1.4 and 1.5 the maximum amount payable for attorney fees in any State or Federal felony charge or any civil claims under Articles 1.3 and 1.6 shall be \$30,000.00 payable at the rate of \$150.00 per hour submitted on a monthly basis in a format that shall identify each hour of billing and its purpose. Para-legal time and all other in-house costs including, but not limited to, copy costs, telephone, fax and research charges shall not be billed to CLEAT.

(b). For all matters in Articles 1.4 and 1.5 the maximum amount payable for attorney fees in any State or Federal misdemeanor charge shall be \$10,000.00 payable at the rate of \$150.00 per hour submitted on a monthly basis in a format that shall identify each hour of billing and its purpose. Para-legal time and all other in-house costs including, but not limited to, copy costs, telephone, fax and research charges shall not be billed to CLEAT.

(c). For all matters in Article 1.2, the maximum amount payable for attorney fees in the below categories shall be as follows:

1.	Critical Incident Call out-	\$750.00
2.	Internal Affairs Investigation-	\$750.00
3.	Suspension-	\$750.00**
4.	Demotion-	\$1,000.00**
5.	Termination-	\$1,500.00**

** (\$500.00 per day for each additional day beyond first day in arbitration or Civil Service hearings)

(d) With prior approval from the Plan Administrator, reasonable and necessary costs of court and/or of the litigation, to include any reasonable and necessary deposition costs.

(e) With prior approval from the Plan Administrator, reasonable expert consulting and/or witness fees necessary to provide adequate legal representation herein.

(f) CLEAT may exceed the maximum payments listed in 1.10 (a), (b), and (c) of this plan only in the event that another state-wide Texas police association, organization or union provides a legal plan with higher maximum limits for legal representation of its members. Any such legal plan must be published and copies provided to all of its members setting forth its Legal Plan's schedule of payments and maximum amounts regarding each legal service it provides to its members in a Plan Document similar in form to the CLEAT Legal Plan Document. In that event, after being provided with a copy of said plan, CLEAT may pay an amount equal to the published limits in any such written plan.

Article 2 ENTITLEMENT TO BENEFITS

2.1. A peace officer, correctional officer, public safety employee or other Board-approved class of member who has become a member of CLEAT in accordance with the policy of the Board as set forth in this section is eligible for benefits under this Plan, for events that occur after the Member becomes a Participant.

2.2. Any active peace officer is eligible for membership. Any correctional officer, public safety employee, or other Board-approved class of member who is currently employed by an agency approved by the Executive Board subject to ratification by the Board is eligible for membership.

2.3. Payment of membership dues to CLEAT shall be due before the beginning of the month to which they apply. After the initial dues payment which must be accepted for deposit on or before the due date successive dues payments shall be deemed made on the date of the postmark on the envelope containing the payment, provided it has been properly addressed to the CLEAT administrative office.

(a) The foregoing shall not apply, however, where payment is made by check and the same has been dishonored at the bank upon which it is drawn or if payment is made by credit card and the charge has been dishonored by the financial institution upon which payment is drawn.

2.4. Membership dues collected by local associations shall be paid to CLEAT within 30 days following the date of receipt of such dues by the local association. Dues collected in conformity with this section shall not be considered delinquent.

2.5. Membership dues collected by payroll deduction, from an agency providing payroll deduction for CLEAT membership shall be considered current as of the actual date the agency deducts payment from the Participant's paycheck for disbursement to CLEAT.

2.6. Effect of delinquent payment of dues – If such payments are not made as required in this article, benefits under this Plan shall cease for the Participant on the day following the payment due date described in Section 2.4 of this article. Local associations collecting CLEAT dues are responsible for forwarding the member's dues in a timely manner as required by this Plan. Failure of the local association to forward dues in a timely manner may result in a member being ineligible for benefits.

2.7. Following a delinquency, entitlement to benefits shall be reinstated on the date of monies owed (plus any interest and/or liquidated damages as may be established by the Executive Board) if within two months of the payment due date, effective retroactive to the payment due date. Any such late payments shall automatically be applied first to the periods of delinquency and then, if sufficient, to the current period. If the delinquency continues for more than two (2) months, an initial payment shall be required and retroactive coverage shall not be available as pertains to the period of delinquency.

2.8. All benefits for a Participant terminate automatically:

- (a) As of the day of which the Participant's membership dues to CLEAT are delinquent, or
- (b) as of the day on which the Participant's membership with CLEAT terminates, or
- (c) Subject to Sections 2.7 and 2.9 of this article, as of the day on which the Participant's eligibility for membership in CLEAT terminates.

2.9. Notwithstanding anything to the contrary herein, a Participant whose dues were collected by CLEAT shall not be terminated without notice to the Participant's last known address. The Participant shall have thirty (30) days to satisfy all delinquencies.

2.10. Notwithstanding Section 2.8(c) of this article, a Participant otherwise entitled to Benefits hereunder whose Employment has been terminated by his Employer, but who has appealed such termination, shall be entitled to legal service benefits until such appeals seeking his reinstatement from involuntary termination have been exhausted.

2.11. Any Participant whose benefits terminate shall not be entitled to any refund or rebate of payments or contributions theretofore paid to the Plan.

2.12. A Participant who retains his membership in CLEAT in a retirement status shall be entitled to benefits in accordance with this Plan for one (1) year from the date of retirement if such retirement occurs pursuant to the retirement rules of his agency. Benefits shall not be provided pursuant to this section to a Participant who voluntarily resigned (other than to retire) from his employment. Dues for retired members of CLEAT are thirty dollars (\$30.00) annually and are payable in advance beginning with the first day of retirement.

**Article 3
CLAIMS PROCEDURES**

3.1. Before becoming eligible for any benefits under this Plan, a Participant making a claim for benefits following an event hereunder shall notify the nearest CLEAT office, which shall notify the Plan Administrator of the claim for benefits.

Telephone numbers for individual CLEAT offices during normal business hours are:

<u>Austin:</u>	<u>800-252-8153 or 512-495-9111</u>
<u>Beaumont:</u>	<u>866-992-5328 or 409-212-9000</u>
<u>Corpus Christi:</u>	<u>361-883-3224</u>
<u>El Paso:</u>	<u>800-328-9940 or 915-533-4924</u>
<u>Ft. Worth:</u>	<u>800-825-3281 or 817-882-9548</u>
<u>Houston:</u>	<u>800-422-5328 or 281-880-5252</u>
<u>San Antonio:</u>	<u>800-752-5328 or 210-826-1899</u>

CLEAT will maintain a 24 hour emergency toll free number.
The 24 hour toll free emergency number is 1-800-752-5328.

Such numbers may be changed at the direction of the President of CLEAT or the Plan Administrator upon notice to the Executive Board.

3.2. In an Emergency where, for whatever reason, a Participant is unable to secure benefits as provided in the procedures described in Section 3.1 of this Plan, the Participant should contact his regional director or local association president, who is authorized to temporarily secure legal services and benefits under this Plan to cover emergencies. Only after all the foregoing attempts have been exhausted may the Participant temporarily obtain benefits directly from a regional attorney. In this article “temporarily” means until the next business day, on which the Participant and attorney are required to make a claim to a Plan office or forfeit benefits until the claim is made.

3.3. The Plan Administrator, upon being notified of an Event hereunder and receiving a claim, will tender it to a Staff Attorney who will review the claim and either submit it for approval by the Plan Administrator or approve it in accordance with standing instructions.

3.4. The Plan Administrator shall approve or cause to be approved any claim automatically entitling a Participant to benefits under this Plan.

3.5. Denial and Appeal of Claims – The Plan Administrator shall initially deny any claim for benefits not covered hereunder, or any claim excluded or limited from coverage, and inform the claimant that he/she may appeal such initial denial to such committee of the Executive Board as shall have been appointed to hear appeals in writing within sixty (60) days or waive such appeal. Such appeal shall be submitted in a manner or format to be determined by the Plan Administrator.

If required information is not reasonably available, the Participant shall have until the expiration of one (1) year from the date the expense was incurred to provide such information, unless the Participant is legally incapacitated, in which event the time period shall be as provided by ERISA.

3.6. In the case of claims where delay in review of an appeal may result in legal harm to a Participant who has expressed an intention to appeal, the Plan Administrator may conduct a telephonic meeting of such Executive Board Committee to hear appeals, to decide whether the Participant will receive benefits under this Plan.

3.7. The Executive Board or a committee appointed by the Executive Board shall hear any timely appeal brought by a Participant from a partial or total denial of requested benefits by the Plan Administrator. The Participant may be represented on appeal by his regional director or designee of the president of the Local Association, or such other personal representative as the Participant may select or as required by ERISA. If a claim has been denied in whole or in part, the Plan Administrator shall provide the claimant with written notice of such denial setting forth in a manner to be understood by the claimant the specific reasons for such denial and an explanation of the review procedures. To appeal an adverse determination upon appeal, the claimant or his authorized representative must file an application for review in writing within sixty (60) days of the receipt of a notice of denial. The Participant may have all such rights in connection with such review as are required by ERISA. In all events, a final determination shall be rendered no later than 120 days after the request for the review. It is expressly provided that no action at law or equity may be brought to recover a claim hereunder until the appeal procedures herein have been completed. In all events, any such action shall be brought within two (2) years of the time during which this Plan requires presentation of proof of loss.

3.8. A decision regarding such an appeal is final and binding concerning the interpretation and application of this Plan, except as provided above.

Article 4 AMENDMENT AND TERMINATION

4.1. In order that the Plan Administrator may carry out the obligation to maintain, within the limits of available financial resources budgeted by the Executive Board, a program dedicated to providing the maximum possible benefits for all Participants, the Executive Board expressly reserves the right, in accordance with Sections 4.2 and/or Section 4.3, at any time and from time to time, but upon a non-discriminatory basis,

- (a) To amend or terminate any benefit, even though such amendment or termination affects cases already accepted as claims, provided that claims for legal services previously rendered shall not be affected;
- (b) To amend or rescind any other provision of this Plan; and
- (c) To annually review rates for coverage hereunder paid by or on behalf of Participants based upon past experience and to adjust the rates and benefit schedules in the best interest of CLEAT and Participants.

4.2. By majority vote the Executive Board may alter, amend, or modify this Plan as provided in Section 4.1 at any regular or special meeting, including telephone meetings, provided, however, the Executive Board shall thereafter submit such alterations to the Board of Directors at its next regularly scheduled meeting. If the alteration made by the Executive Board is approved by the Board it shall be continued, otherwise it will become void.

4.3. This Plan and any clause thereof may be amended, altered, modified, terminated, reduced or increased in any manner by the Board in accordance with the constitution of CLEAT and the Constitution and laws of the United States and the State of Texas.

4.4. This Plan shall be amended to conform to the Constitution of CLEAT.

Article 5
EXCLUSIONS AND LIMITATIONS

In addition to exclusions and limitations set forth elsewhere in this Plan, the following exclusions and limitations shall apply.

5.1. Exclusions – The provisions of benefits under this Plan shall be subject to the following exclusions:

- (a) No benefit shall be provided under this Plan to a Participant for events occurring before the Participant became a member in good standing
- (b) No benefits shall be provided under this plan for any action or case arising out of violation of coverage by provisions of the Federal Equal Employment Opportunity Act (42 U.S.C. Section 2000[3] et seq.) or any other similar state, county, or city law, statute, ordinance, regulation or rule of a similar type or description.
- (c) No benefits shall be provided under this Plan for any action to obtain, protect, preserve or set aside pension or retirement benefits without thirty (30) days advanced written notice to the local association by the Participant seeking such as affirmative action.
- (d) Except for the benefits provided in Section 1.2 (b) above, no benefits shall be provided under this Plan for any action to: (1) obtain a promotion or assignment. (2) establish any position for a Participant on an eligibility list for any promotion or assignment. (3) challenge the validity or accuracy of any promotional test question(s).
- (e) No benefits shall be provided under this Plan for legal services to one Participant when such legal service if successful would cause legal injury to another Participant unless the Executive Board first approves legal services for defense of a Participant against such a potential injury, provided, however, if prior to the case or controversy arising the Executive Board adopts a policy on construction of a statutory provision which, if accepted by a court, would necessarily result in a decision for an interest(s) and against a competing interest(s) representation of that interest(s) favored by the policy may be approved to the exclusion of the competing interests. Approval of legal representation for such competing interests shall be at the broad discretion of the Executive Board in the best interests of the Plan.
- (f) No benefits shall be provided to a Participant in a civil action opposed to a local association even if legal services are provided to that local association notwithstanding any language in 5.1(d) above.
- (g) No benefits shall be provided under this Plan to cover any monetary award for damages or otherwise, whether by judgment, settlement or otherwise, against a Participant in any action;
- (h) No benefits shall be provided to cover the attorney's fees or costs of an opposing party, or any party other than the Participant awarded against a Participant in any action.
- (i) No benefits shall be provided under this Plan related to proceedings brought against a Participant for breach of an agreement with his employer to remain employed.
- (j) Except for the benefits provided in Section 1.2 (c) above, no benefits shall be provided under this Plan related to proceedings involving the medical condition of a Participant, including, but not limited to, workmen's compensation claims and/or appeals.
- (k) No benefits shall be provided under this Plan, which are otherwise available to the Participant, except as specifically provided by this plan in Section 5.2 of this article.

5.2. Limitations – The provision of benefits under this Plan shall be subject to the following limitations:

- (a) No benefits shall be provided under this Plan in any proceeding in which the Participant's employer or its insurer, whether by agreement, policy or operation of law (e.g.) agrees or undertakes to provide a defense.
- (b) In the event the employer and its insurer refuse to defend a Participant in a civil action, the Participant may be represented under Section 1.3 of this Schedule of Benefits only where the Participant presents proof of a written request delivered to his employer and where the Participant executed an agreement subordinating his rights against his employer or its insurer.
- (c) In the event a Participant shall recover from any third person or party any amounts as damages (other than for lost compensation), attorney's fees or costs in a case in which the benefits have been provided under this Plan, the Plan shall be entitled to reimbursement from such Participant to the

full extent of the expenditures made by the Plan on behalf of said Participant hereunder. Participant agrees to cooperate with the Plan in this regard, and to that end, upon request, execute any and all documents necessary or convenient to facilitate such recovery by the Plan. If such Participant shall have a right of action against any such third party for such damages, attorney's fees or costs and does not wish to pursue the same, the Participant will upon request, assign such right of action to the event lawfully permissible and assist the Plan in the prosecution of such cause of action.

(d) No benefits shall be provided to a Participant who is untruthful with his counsel, or who does not cooperate with his counsel. In such a case, the right of said Participant to legal services hereunder may be terminated or suspended by the Plan Administrator subject to appeal to the Executive Board or its designated committee. Furthermore, if benefits are provided to a Participant based upon misrepresentation by the Participant to the Plan Administrator or Executive Board, the Plan Administrator or Executive Board shall be entitled to terminate or suspend benefits hereunder, and to reimbursement from the Participant of the cost of benefits provided based on the misrepresentation.

(e) No provision of this Plan shall require its employees or attorneys, or attorneys associated with them, to perform any act in violation of the Code of Professional Responsibility of the State Bar of Texas including, but not limited to, the prohibition against interference by any organization interfering with or controlling the performance of an attorney's duty to his client.

(f) Benefits shall be terminated in the event it is determined by the Plan Administrator that it is in the best interests of the Participant to cease his representation in a case, e.g., in cases where continued proceedings may subject the Participant to more severe civil, criminal or administrative sanctions, to damages or attorney's fees, and costs from the proposed defendants.

(g) The Temporary Income Protection provided in Article 1.21 above to Participants, is not insurance. Nothing contained in this document shall be construed as an insurance contract pursuant to the Texas Insurance Code or any other applicable state or federal law. TIP shall not be construed as bestowing "consumer" status upon any member or members as that term is defined in the Texas Deceptive Trade Practices Act. Nor does this document entitle a member or members to bring suit under the Texas Deceptive Trade Practices Act against CLEAT, the CLEAT Executive Board, and its Plan Administrator, any officer of CLEAT, or employees or agents of CLEAT. Nothing contained in this document or any provision of the TIP shall be construed as establishing an employee/employer relationship between CLEAT and its member or members

5.3. Coordination of Benefits – Benefits under this Plan shall not be provided to the extent they are furnished to a Participant by any other plan, program or policy which provides group legal services to peace officers, correctional officers, public safety employees, or other Board approved classes of members.

5.4. Executive Policy and Attorney Selection – Benefits under this Plan will be provided in accordance with the policies of the Executive Board, and legal representation in each case shall be by counsel selected by the Plan Administrator, subject to appeal to the Executive Board.

Article 6 MISCELLANEOUS

6.1. Limitation of Rights – Neither the establishment of the Plan, nor any modifications thereof, nor the creation of any fund or account, nor the provision or payment of any benefits, shall be construed as giving any Participant or other person any legal or equitable right of action, or any recourse against CLEAT, its officers, agents or employees, except as provided in this Plan, or a summary plan description.

6.2. 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.

6.3. Confidentiality – It is agreed and understood that each Participant to whom assistance is rendered under this Plan is entitled to the same rights and consideration, including the right of confidentiality, to which any other client of an attorney is entitled. The Plan Administrator and Staff Attorney shall not be required to, nor will they reveal any confidentiality to any other persons who are not attorneys involved in providing legal services to the Participant, including the Plan Administrator, CLEAT, its officers, agents or employees, any matters revealed to them in confidence by the Participant in the course of their representation.

6.4. Governing Law; Severability – This Plan shall be governed by and construed in accordance with the laws of the United States, to include ERISA, and the laws of the State of Texas, and it is intended to be performed in accordance with, and only to the extent permitted by all applicable laws, ordinances, rules and regulations of the State of Texas.

If any provision of this Plan, or the application thereto to any person or circumstance, shall be declared void, such provision as applied to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law. Venue for any action at law or equity growing out of or related to this Plan shall be brought solely in a court of appropriate jurisdiction in Travis County, Texas.

6.5. Neither the Plan Administrator, CLEAT, nor its officers, agents, or employees shall in any way be responsible under this Plan for any acts, occurrences, or events which are caused by acts of God or by some other person including the Participant, which may affect, disrupt or terminate this agreement and thereby prevent appointed attorneys from performing the services contemplated hereunder.

6.6. Headings – The headings contained in this Plan are for reference purposes only and shall not in any way affect the meaning or interpretation thereof.

6.7. Pronouns used in the masculine gender shall apply equally to the feminine gender.

6.8. Nouns or pronouns used in a singular tense may be read to also include the plural tense where consistent with this document as a whole, and conversely nouns or pronouns used in a plural tense may be read to also include the singular tense where consistent with this document as a whole.

6.9. Waiver – No failure to enforce strictly any provision of this Plan shall be construed as a waiver of such a provision. The Plan Administrator and CLEAT reserve the right to enforce strictly each and every provision of the Plan at any time, regardless of the nature or number of prior occurrences or the similarity of the circumstances.

Article 7 COMPLAINT PROCEDURE

7.1. It is the policy of CLEAT to encourage and solicit comments regarding administration of this Plan. Any person who is dissatisfied with any aspect of the administration of this Plan is requested to utilize the following complaint procedure; provided, however, that denial of Plan benefits shall be appealed only as set forth in Article 3, Section 3.7, of this Plan document.

(a) Complaints are to be set forth in writing and directed to the Plan Administrator, who shall direct the complaint to any or all members of the Executive Board, with copies to any persons who may be the subject of the complaint.

(b) Within fourteen (14) days of the receipt of the complaint, the Plan Administrator shall contact the complainant and ascertain if the complainant or any person named in the complaint or the Executive Board, wish to conduct a hearing on the matter before the Executive Board. If so, a hearing will be scheduled at the next regular Executive Board meeting which the complainant and persons named in the complaint are available to attend. Provided, however, that if more immediate action is appropriate, the parties may convene on a conference telephone call.

(c) At the hearing, all interested parties will be entitled to appear and discuss the matter.

(d) At the conclusion of the hearing, the Executive Board will take any appropriate action to fulfill their responsibilities in the interests of all the Plan Participants.

7.2. No provision of this Article 7, however, shall alter or modify the provisions of Article 3, Claims Procedures, above.

DEFINITIONS

1. Administrative Office – The Administrative Office of CLEAT and the Plan Administrator, currently located at 400 West 14th Street, Suite 200, Austin, Texas 78701, which address may be changed by the Plan Administrator or the President of CLEAT after notice to the CLEAT Executive Board.

2. Agency – The employer of the Participant at the time of the alleged or actual occurrence, which results in prosecution, litigation or disciplinary action covered by this Plan.

3. Attorney – The licensed legal counsel provided by CLEAT to represent the Participant qualified for coverage under this Plan; such term expressly excludes any attorney for any other person or party.

4. Board of Directors – Governing body of CLEAT as defined by the CLEAT Constitution.

5. Correctional Officer – Full-time paid jailer, guard or detention officer employed by the state or its political subdivisions.

6. CLEAT – The Combined Law Enforcement Associations of Texas, Inc., a nonprofit corporation incorporated under the laws of state of Texas.

7. Emergency – An unexpected happening or event requiring immediate legal representation.

8. Employment – Employment as a peace officer, correctional officer, public safety employee or other Board-approved class of member as that term is defined herein.

- 9. Events** – An act or omission of a Participant, or other occurrence, which may or does give rise to a civil, criminal, or administrative action against the Participant, which occurs wholly after the Participant is a member in good standing.
- 10. Executive Board** – The executive board of CLEAT, as defined by its Constitution, and which shall serve as the governing and interpreting body of this Plan as herein authorized.
- 11. Experts** – Persons employed as paid professional witnesses or consultants in a case or controversy.
- 12. General Counsel** – Attorney employed to direct staff legal services in accordance with this Plan and the policies of the Executive Board.
- 13. Good Cause** – Substantial reason(s) depending upon the circumstances of the individual case.
- 14. Good Standing** – A status of CLEAT membership wherein a Participant is current in the payment of all dues.
- 15. Local Association** – Any affiliated chapter of CLEAT chartered under the Constitution of CLEAT.
- 16. Member** – A member of CLEAT.
- 17. Monitor** – Action by the Plan Administrator or his designee to observe the progress of a civil proceeding against a Participant in which a defense has been tendered by the Participant’s Agency, to determine whether the appointment of a Staff Attorney as individual counsel for the Participant is necessary, such an action may include, but shall not be limited to, receipt and review of pleadings, discovery documents, and status reports from the Agency’s appointed legal counsel, and discussion with such legal counsel when necessary.
- 18. Official Performance of Duties** – Acts by a Participant while on or off duty which are required of a peace officer by such statutory provisions as Article 14 of the Texas Code of Criminal Procedure or as otherwise required by other state or federal statute or law.
- 19. Participant** – A Member in good standing.
- 20. Peace Officer or Reserve Law Enforcement Officer** – A person elected, employed or appointed as a peace officer or reserve law enforcement officer under Article 2.12 of the Texas Code of Criminal Procedure or other laws.
- 21. Plan Administrator** – CLEAT or that person or party which CLEAT may designate to administer the Plan and to serve as Plan Administrator as such term is defined in ERISA, or to otherwise direct staff legal services in accordance with this Plan and the policies of the Executive Board.
- 22. Plan or Plan Document** – This writing as amended by the Board of Directors or the Executive Board in accordance with Article 6 hereinafter and the Plan of benefits provided hereunder.
- 23. Public Safety Employees** – A non-peace officer, correctional officer or reserve law enforcement officer employed by a law enforcement agency or other criminal justice agency.
- 24. Regional Attorney(s)** – Attorneys selected from each region by the Plan Administrator with the advice and counsel of the Executive Board to represent members pursuant to this plan on a case-by-case basis.
- 25. Staff Attorney** – Any attorney who is an employee of CLEAT to represent Participants.

26. TCLEOSE – Texas Commission on Law Enforcement Officer Standards and Education as defined in Chapter 415, Government Code, or other laws.

27. Working Day--A shift of work for eight, ten, twelve or other length of hours.