OKLAHOMA FOP
LEGAL DEFENSE PLAN



SUMMARY PLAN DESCRIPTION
PLAN RULES AND REGULATIONS

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SUMMARY PLAN DESCRIPTION

The Oklahoma FOP Legal Defense Plan is sponsored by the Oklahoma Fraternal Order of Police and operated by the Oklahoma FOP Legal Defense Plan, Inc. for the purpose of paying Legal Defense Costs for covered claims, on the terms and conditions specified in the Plan Description (Coverage Options). The Plan coverage includes claims for Legal Defense Costs which a Participant incurs to defend litigation arising in connection with the Oklahoma Fire and Police Arbitration Act (11 O.S. Section 51-101 et seq) or any other applicable law for which coverage has been granted.

ARTICLE 1

DEFINITIONS

SECTION 1. As used in this Plan Description, the following definitions apply:

I. "Oklahoma FOP" means the statewide lodge of Oklahoma Fraternal Order of Police.

II. "Oklahoma FOP LDP" means the Oklahoma Fraternal Order of Police Legal Defense Plan, Inc.

III. "Board" means the Board of Trustees of the Oklahoma Fraternal Order of Police Legal Defense Plan, Inc., as that Board is constituted from time to time.

IV. The "Plan" means the full coverage options benefit plan sponsored by the FOP State Lodge as set forth in this Plan Description and any attachments, as amended from time to time.

V. "Executive Director" means the plan administrator of the Oklahoma FOP LDP.

VI. "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. If a group certificate of participation replaces a previous certificate, "Participant" includes any member covered under the previous certificate who reapplies not later than thirty (30) days after the inception date of the replacement certificate.

VII. "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.

VIII. “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.

IX. “Reimbursable Costs” means witness fees and expenses, expert fees and expenses including consultation, investigator fees and expenses, filing fees, court costs and transcript costs.

X. “Plan Attorney” means an attorney with whom the Plan has contracted to perform legal services for Participants, whose name appears on the list of such attorneys.

XI. “Non-Plan Attorney” means an attorney who is not a Plan Attorney.

XII. “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 a private college/university, private railroad or Native American tribal government.

XIII. “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.

XIV. “Duty-related” means any act or omission under color of official peace officer authority, whether on or off-duty.

XV. “notice” means reporting information as required by this Plan Description. Notice to the Executive Director shall be effective on the date the Executive Director actually receives it.

XVI. “Retroactive Date” means the starting date after which a Participant’s legal defense coverage has remained in continuous, uninterrupted effect, including renewals, as provided otherwise in this Plan Description.

XVII. “Extended Reporting Period” means an additional period, if any, for reporting claims after Plan participation ends, as provided in this Plan Description.

XVIII. “Subordinate Lodge” means any active FOP lodge of the Oklahoma Fraternal Order of Police, which is in good standing with the state lodge.

XIX. “Peace Officer” means any law enforcement officer who is eligible to become a member of the Oklahoma Fraternal Order of Police.

XX. “Written” means both physical documents and electronic communications and messages.

ARTICLE 2

PLAN ADMINISTRATION

SECTION 2.1. The Oklahoma FOP Legal Defense Plan, Inc. is a not-for-profit corporation incorporated under the laws of Oklahoma, acting through the Oklahoma Fraternal Order of Police, which is the Plan Sponsor. The Oklahoma FOP Legal Defense Plan, Inc. (“Oklahoma FOP LDP”) officers consistent of a Chairman, Vice Chairman, Secretary, Treasurer, and an Executive Trustee. The business affairs of the Oklahoma FOP LDP are managed by a Board of Trustees. The Board of Trustees is comprised of those individuals who have been appointed as a trustee pursuant to the Oklahoma FOP LDP's governing bylaws. The Oklahoma FOP Legal Defense Plan (“Plan”) is managed and administered by the Oklahoma FOP LDP through its Board, and the Board’s designated Plan Administrator (hereinafter referred to as the “Executive Director”) and representatives.

SECTION 2.2. Legal Plan, Inc. may employ or contract with an Executive Director whose duties on behalf of the Plan in accordance with the Summary Plan Description shall be as follows:

I. publicize and promote the Plan;

II. determine eligibility, enroll eligible persons, and provide and distribute enrollment cards and copies of the Summary Plan Description;

III. bill, collect and disburse participation fees as the Board directs;

IV. report and account for receipts and disbursements as the Board directs;

V. respond to Participants’ and prospective Participants’ questions concerning eligibility and enrollment;

VI. approve and contract with attorneys and other necessary persons to provide Legal Services as Plan Attorneys;

VII. review, approve or disapprove claims for benefits;

VIII. administer and pay claims;

IX. report and account for receipts and disbursements as the Board directs; and,

X. respond to Participants' questions, notices and claims relating to benefits.

ARTICLE 3

FINANCIAL

SECTION 3. 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.

ARTICLE 4

CHANGES TO THE PLAN

SECTION 4. The Board may propose modifications and amendments to this Plan. However, all modifications, amendments, or the termination of this Plan shall become effective only upon the approval of the Board of Trustees of the State Lodge. 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.

ARTICLE 5

ELIGIBILITY

SECTION 5.1. All active and associate Oklahoma Fraternal Order of Police Lodge members 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 Executive Director shall make reasonable efforts to ensure that all Participants are active or associate Oklahoma FOP members in good standing and otherwise eligible before enrolling them or paying benefits.

SECTION 5.2. FOP members in good standing who are in Employment with a law enforcement entity operated by a Oklahoma private college/university, private railroad or Native American tribal government headquartered in Oklahoma, and who are certified or commissioned to carry firearms by an appropriate state (e.g., C.L.E.E.T) 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 administrative coverage under the Plan

ARTICLE 6

PREREQUISITES FOR PARTICIPATION

SECTION 6. Participation in, and the right to benefits under the Plan, arises only upon approval by the Executive Director of an application to participate and payment to the Executive Director of applicable participation fees.

ARTICLE 7

METHOD OF APPLICATION

SECTION 7. Application for participation in the Oklahoma FOP LDP shall be submitted to the Oklahoma FOP LDP through a Subordinate Lodge on Oklahoma FOP LDP forms to the Executive Director. If, however, a peace officer's Subordinate Lodge does not participate in the Oklahoma FOP LDP, or if said peace officer is not a member of any Subordinate Lodge, such peace officer may submit an individual application for participation in the Oklahoma FOP LDP, provided the application is submitted to the Executive Director on approved LDP forms. Whether submitted by a Subordinate Lodge or individual peace officer, any application which is not fully and accurately completed may result in ineligibility for and non-payment of Oklahoma FOP LDP benefits. Submission of an application seeking participation in the Oklahoma FOP LDP does not guarantee that a peace officer will be accepted into the Plan.

ARTICLE 8

PREREQUISITES FOR BENEFITS

SECTION 8.1. A Participant is only entitled to receive Plan Benefits if the following prerequisites are met:

I. The applicable Oklahoma FOP LDP fees for the Participant have been timely paid to the Oklahoma FOP LDP by the Participant's Subordinate Lodge. If the Participant's Subordinate Lodge is not a participant in the Oklahoma FOP LDP, then the applicable fees must have been timely paid to the Oklahoma FOP LDP by the individual participant pursuant to the guidelines established by the Executive Director.

II. The Participant is a member in good standing with the Oklahoma FOP at the time of the incident occurred, and the Participant maintains his membership with the Oklahoma FOP LDP while the Claim is pending; and

III. The Participant has notified the Executive Director by filing a claim on an approved Oklahoma FOP LDP form. The filing of the claim may be made by a Plan Attorney or a Plan Attorney's legal staff, acting on behalf of the Participant.

SECTION 8.2. Satisfying the prerequisites outlined in Section 8.1 does not guarantee benefits. To receive benefits, the Participant must comply with Section 8.1 and all other rules and regulations covered in this Plan Description, and the claim made must fall within the applicable coverages.

ARTICLE 9

EFFECT OF DELINQUENCY OF PAYMENT

SECTION 9. If fees are not timely paid, the Board of Trustees may, in its sole discretion, cease providing Oklahoma FOP LDP coverage or benefits to a Participant. Before terminating coverage or benefits for delinquent payment, the Executive Director shall provide reasonable notice of the impending termination of coverage or benefits to the Subordinate Lodge or individual Participant, as the case may be. If a delinquent payment is received within a reasonable time after a notice of delinquency has been made, the Board of Trustees shall reinstate coverage retroactively.

ARTICLE 10

EFFECTIVE DATE OF COVERAGE

SECTION 10.1 The effective date of Plan coverage for any Participant shall be the first (1st) day after the day on which the Executive Director approves the application for participation and receives applicable participation fees for individual applicants or satisfactory payment arrangements for group applicants, as applicable.

ARTICLE 11

RETROACTIVE DATE

SECTION 11.1. 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. The Board of Trustees shall have the sole discretion to determine a Participant's Retroactive Date.

ARTICLE 12

CERTIFICATE OF PARTICIPATION

SECTION 12. Upon approval an application for participation, the Executive Director shall provide to Subordinate Lodge or individual the following:

I. A certificate of participation showing:

a. the identity and address of the enrolling Participant;

b. any applicable deductibles;

c. if applicable, the Retroactive Date, applicable to each Participant;

d. the amount of the annual participation fee applicable to each Participant;

e. the dates on which participation takes effect and is scheduled to terminate for each Participant; and,

II. A copy of the current Summary Plan Description for each Participant.

III. Each Participant shall be issued a participation identification certificate, which shall contain such information as Oklahoma FOP LDP, Inc. shall determine from time to time. The certificate may be issued electronically. The Executive Director shall issue the certificate no later than thirty (30) days after the Participant's effective date of coverage and shall distribute it to the Subordinate Lodge or the individual Participant. If the certificate is distributed to a participating Subordinate Lodge, the Subordinate Lodge agrees to distribute the certificate to each of its member participants. If the application for the Oklahoma FOP LDP was made on an individual basis, the Executive Director shall distribute the certificate directly to the individual Participant. Each Participant and/or Subordinate Lodge hereby agrees to update the Executive Director with any changes to physical and/or email address that occurs after the initial application.

ARTICLE 13

PLAN OPTIONS – PLAN COVERAGES

SECTION 13.1. The Plan shall be offered with the following coverage options:

I. Coverage A. (Administrative).

SECTION 13.2. Subject to exclusions, any applicable limits of liability specified in this Plan Description, and any coverage limitations or deductibles stated in this Plan Description or the certificate of participation, 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:

I. Coverage A: Legal defense or, subject to the absolute discretion of the Executive Director and the Board of Trustees, 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;

b. in the sole discretion of the Board, coverage may include adverse disciplinary actions or instances of suspected retaliation the employer has taken against the Participant on account of the Participant engaging in union business; or

c. 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.

    i. Coverage pertaining to a peace officer's licensing and credentialing shall be limited by the following:

        1. For any matter involving the issuance, suspension, cancellation, or revocation of a peace officer's certificate by the Oklahoma Council on Law Enforcement, Education, and Training ("C.L.E.E.T."), a Participant shall only be entitled to a Plan Attorney for a C.L.E.E.T. hearing pursuant to the Oklahoma Administrative Procedures Act or negotiations with C.L.E.E.T. concerning the peace officer's certificate.

        2. Coverage under this subsection shall not extend to appealing a C.L.E.E.T decision in the district courts of Oklahoma, the Oklahoma Court of Civil Appeal, the Oklahoma Supreme Court, or any federal court. However, on a case-by-case basis, the Board, in its sole discretion, may extend coverage for an appeal of a C.L.E.E.T. licensing decision.

d. Coverage A shall extend to off-duty occurrences which give rise to administrative discipline, sanction, or involve the Participant's peace officer credentials or licensing. No additional fee shall be charged for this extension of coverage. As used in this subsection, "off-duty" means acts or omissions not "in the scope of employment" as defined in this Plan Description.

ARTICLE 14

EXCLUSIONS & LIMITATIONS

SECTION 14.1 The coverage and benefits provided in this Plan shall not apply to the following:

I. claims for benefits that within the jurisdiction of any worker's compensation act or similar statute or ordinance. However, this exclusion does not apply to Oklahoma FOP LDP coverage and benefits where a Participant has been injured and the Participant's law enforcement employer refuses to reinstate the Participant or is attempting to terminate the Participant based on duty-related incident.

II. claims relating to a collective bargaining agreement (other than grievances arising from disciplinary action against a particular individual Participant), occupational health and safety, unemployment compensation, disability benefits, or similar laws or programs;

III. 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;

IV. 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;

V. lawsuits which do not arise directly from alleged acts or omissions of the Participant in the scope of employment;

VI. 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;

VII. the cost of bail bonds, appeal bonds or other bonds; and

VIII. as otherwise excluded or limited by this Plan Description.

SECTION 14.2 In the sole discretion of the Board, benefits may be terminated to a Participant who has been untruthful to a Plan Attorney, the Executive Director, or to the Board.

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SECTION 14.3 No benefits shall be provided to appeal a decision from a court of law or an arbitration tribunal, unless the Board, in its sole discretion, authorizes such an appeal. The Board shall have the sole authority to weigh any factors it deems relevant when determining whether to grant benefits to a Participant seeking to appeal a decision from a court of law or arbitration tribunal.

ARTICLE 15

CLAIMS PROCEDURES

SECTION 15.1 A Participant has a duty to promptly notify the Executive Director of a claim. Such notification shall occur as soon as practical after a Participant receives notice of an any occurrence giving rise to a claim. The duty to promptly notify extends to any claim wherein a Participant seeks to appeal a decision from any governmental agency or court of law. A Participant is to provide notice of a claim via the approved Oklahoma FOP LDP claim form. Such notice shall specify particulars sufficient to identify the Participant, and all reasonably obtainable information respecting the time, place, and circumstances of the occurrence. A Participant may submit a claim himself or the claim may be submitted by a Plan Attorney or a Plan Attorney's legal staff on behalf of the Participant.

SECTION 15.2 In the sole discretion of the Board, benefits may be terminated when the Board determines a Participant has been untruthful to a Plan Attorney, the Executive Director, or to the Board.

ARTICLE 16

ACCEPTANCE OR DENIAL OF A CLAIM

SECTION 16.1 The Executive Director shall consider each claim for Oklahoma FOP LDP benefits and determine whether to grant or deny coverage. The Executive Director may request the Participant to provide copies of written documentation relating to the incident, to evaluate whether the claim is covered. If a claim is denied, the Executive Director shall, within a reasonable time, provide written notice to the Participant explaining why the claim was denied.

SECTION 16.2 If the claim is denied by the Executive Director, the Participant has the right to appeal the denial pursuant to the plan appeal procedures contained in this Plan Description.

ARTICLE 17

PARTICIPATION FEES – TERMINATION FOR NON-PAYMENT – DEDUCTIBLES

SECTION 17.1 The following shall govern the Plan participation fees, termination for

non-payment, and deductibles:

I. Applicable participation fees must be timely paid 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.

II. 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 Executive Director. Bills shall be mailed at least thirty (30) and not more than sixty (60) days prior to the applicable due date.

III. 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. (Central Standard Time) on the applicable due date. If all delinquent amounts are received by the Executive Director 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. (Central Standard Time) on the applicable due date, and reapplication shall be required.

ARTICLE 18

TERMINATION OF PARTICIPATION AND OF ENTITLEMENT TO BENEFITS

SECTION 18.1 Except as provided otherwise, a Participant's participation in and entitlement to benefits under the Plan shall automatically terminate upon:

I. non-payment of participation fees when due;

II. voluntary withdrawal from participation;

III. 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

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

SECTION 18.2. Termination shall not affect any right to benefits which has accrued before the date of termination or during any applicable Extended Reporting Period.

ARTICLE 19

CLAIMS-MADE COVERAGE – DATES – EXTENDED REPORTING PERIOD

SECTION 19.1. Except as provided otherwise, 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, the claim must arise out of an occurrence, acts or events commencing between the same dates.

SECTION 19.2. For purposes of determining the respective dates on which a claim is made and reported:

I. 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;

II. a claim shall be deemed reported to the Plan when Notice of such claim is first received by the Executive Director; and

III. 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.

SECTION 19.3. Claims under Coverage A 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:

I. An Extended Reporting Period applies to claims under Coverage A only if:

   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 replaces the applicable certificate of participation with a new plan that:

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

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

II. The Extended Reporting Period commences on the date a Participant's applicable coverage terminates and extends indefinitely.

III. 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.

IV. 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.

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

ARTICLE 20

PLAN IS EXCESS

SECTION 20.1. If another 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.

SECTION 20.2 As used in this Article, 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**.**

ARTICLE 21

PARTICIPANT'S COMPLIANCE

SECTION 21. Before seeking benefits under the Plan, the Participant agrees to:

I. submit all claims otherwise covered by the Plan to all such other plans or insurance and, if requested by Oklahoma FOP LDP, 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;

II. execute and deliver instruments and other documents and do whatever else is necessary to pursue such coverage claims; and

III. do nothing to prejudice the rights of the Oklahoma FOP LDP, Inc. to recover money or benefits due the Participant in connection with such coverage claims. Oklahoma FOP LDP, Inc. shall pay all expenses for the pursuit of such coverage claims and reserves the right to assume the legal representation of the Participant for that purpose.

ARTICLE 22

POLICY LIMITS -- DEDUCTIBLES

SECTION 22.1 The following shall govern benefits, deductibles, and temporary and probationary employees:

I. Plan Attorney Benefits. Unless otherwise provided in this Plan, Legal Services are covered in full when a Participant uses a Plan Attorney, including off-duty administrative coverage. Reimbursable Costs are also covered in full when a Participant uses a Plan Attorney.

SECTION 22.2 Unless the Board in its sole discretion determines otherwise, no costs shall be covered for legal services rendered by a Non-Plan Attorney. Nor shall any Reimbursable Costs be covered if a Participant uses a Non-Plan Attorney. If the Board authorizes direct benefit payments to a Non-Plan Attorney or payments for Reimbursement Costs, the Executive Director may require proof of payment from the Participant of legal costs incurred before the Plan pays benefits.

ARTICLE 23

TEMPORARY & PROBATIONARY EMPLOYEES

SECTION 23. 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.

ARTICLE 24

CHANGE OF ATTORNEY

SECTION 24. 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 Executive Director, 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 Executive Director, of any duplication of services.

ARTICLE 25

MISCELLANEOUS TERMS AND CONDITIONS

SECTION 25.1 Neither the establishment of the Plan nor services rendered in furtherance of the Plan thereof shall be construed as giving any Participant or other person, or any Subordinate Lodge, any legal claim, cause of action, or equitable relief against the Oklahoma FOP, its officers, trustees, employees, or agents. All Participants and Subordinate Lodges forever waive any right to bring a legal claim involving a dispute over this Plan against the Oklahoma FOP, its officers, trustees, employees, or agents, for involving a dispute over this Plan.

SECTION 25.2 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. Failure to assist and cooperate with the Plan or a Plan Attorney is grounds for termination of benefits.

SECTION 25.3 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. If 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 Defense 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.

SECTION 25.4 Notice to or knowledge possessed by any agent or other person shall not affect a waiver or change in any part of this Plan Description, its attachments or any certificate of participation or estop the Plan from asserting any right under the terms

of same. The terms of this Plan Description, its attachments or any certificate of participation shall not be waived or changed, except by written amendment or endorsement approved by the Board and issued to form a part of same.

SECTION 25.5 The interest of any Participant in the Plan and its benefits is not assignable.

SECTION 25.6 Participation in the national Fraternal Order of Police Legal Defense Plan ("National FOP LDP") or any other legal services plan does not alter, vary, amend, change, modify, or revise the rules, regulations, procedures, policies, coverages, benefits, or exclusions of this Plan. Nothing in this Plan will be construed or interpreted to mean this Plan will cover Legal Services related to the defense of civil lawsuits or the defense of criminal actions brought against a Participant of this Plan. Participation in the National FOP LDP or any other legal services provider, which may or may not provide services not offered by this Plan, is voluntary and is not a prerequisite for participation in this Plan. Neither the Oklahoma FOP nor the Oklahoma FOP LDP controls the fees or fee structure of the National FOP LDP. The Oklahoma FOP LDP has no authority over the National FOP LDP. Unless otherwise stated, the coverages provided for in this Plan are strictly limited to those coverages outlined in this Summary Description. Unless otherwise stated, all exclusions and limitations apply. The Oklahoma FOP LDP makes no warranties, guarantees, representations, assurances, or covenants regarding the quality of services provided by the National FOP LDP or any other legal services provider.

SECTION 25.7 The Oklahoma FOP LDP shall not be liable to Participants of this Plan for any damage or injury caused by an act, omission, or neglect of the national Fraternal Order of Police Legal Defense Plan ("National FOP LDP"). Participants of this Plan agree that, to the maximum extent allowable by law, they shall release, waive, discharge, and covenant not to sue and hold harmless: The Oklahoma FOP LDP, its Board of Trustees, and any partner, employee, servant, representative, associate, officer, agent, volunteer, successor and assigns of the Oklahoma FOP LDP from any and all liability, claims, demands, action, judgments, costs, expenses, court costs, arbitrations costs, attorney fees and causes of action whatsoever arising our of or related to any loss, damage, or injury related to or arising out of the administration or operation of the national Fraternal Order of Police Legal Defense Plan ("National FOP LDP").

ARTICLE 26

CANCELLATION

SECTION 26.1 A certificate of participation may be canceled by a Subordinate Lodge, or the participation of an individual Participant may be canceled by the Participant, for any reason by:

I. surrendering the certificate to the Plan or the Executive Director; or

II. providing written notice to the Executive Director stating the date thereafter on which cancellation shall be effective.

SECTION 26.2 Except as provided otherwise, a certificate of participation, or the participation of 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 in writing to a canceled Participant, stating the effective date and time of cancellation. The effective date and time of cancellation stated in the Notice shall be the date and time of termination.

SECTION 26.3 In-person delivery, postal service mail, telefaxing to the last-known telefax number, or e-mailing to the last known e-mail address of a Participant shall be deemed sufficient Notice of Cancellation and proof of Notice.

SECTION 26.4 If a Subordinate Lodge cancels a certificate of participation, 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.

SECTION 26.5 Other than as provided in this section, any other participation fee adjustment or refund shall be computer pro rata as of the effective date of cancellation.

SECTION 26.6 If the Plan declines to renew a Subornative Lodge's certificate of participation or coverage, the Plan shall provide written Notice to the Subordinate Lodge. In-person delivery, postal service mail, telefaxing to the last-known telefax number, or e-mailing to the last known e-mail address of a Participant shall be deemed sufficient Notice of Cancellation and proof of Notice.

SECTION 26.7 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 26.8 Terms of a certificate of participation which conflict with applicable statutes are hereby amended to conform to such statutes.

ARTICLE 27

PLAN TERRITORY

SECTION 27. The benefits afforded by this Plan apply only to Legal Defense Costs for investigations, suits, or proceedings brought within the State of Oklahoma. Under Coverage A, on or off-duty conduct outside the territorial limits of the State of Oklahoma that gives rise to an administrative investigation or proceeding brought by a Participant's employer in the State of Oklahoma, shall be covered under this Plan.

ARTICLE 28

CHOICE OF COUNSEL

SECTION 28. 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. Nothing in this agreement is to be construed as a promise or guarantee about the outcome of any matter.

ARTICLE 29

PLAN'S LIMITED AUTHORITY OVER COUNSEL

SECTION 29. The Board of Trustees of the Oklahoma FOP LDP, Inc. acting through the Executive Director, shall have sole authority to approve, contract with, and list Plan Attorneys 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 the representation of a Participant by a Non-Plan Attorney.

ARTICLE 30

MINIMUM ATTORNEY QUALIFICATIONS

SECTION 30.1 No attorney, including a Non-Plan 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:

I. is properly authorized to practice law in the applicable jurisdiction;

II. accepts the Plan's hourly fee, expense reimbursement and other compensation arrangements; and

III. accepts the Plan's required periodic reporting and billing procedures.

Updated: April 7, 2023

SECTION 30.2 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 Executive Director may deem necessary with respect to a particular representation or the particular attorney.

SECTION 30.3 Each Plan Attorney shall disclose in writing the following information:

I. all attorney disciplinary proceedings to which the attorney or the attorney's firm are currently subject, or state that there are none;

II. all legal actions alleging legal malpractice to which the attorney or the attorney's firm are currently subject, or state that there are none;

III. 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

IV. 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.

SECTION 30.4 Each Plan Attorney shall agree to give written notice to the Executive Director within ten 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. Each Plan Attorney shall agree to abide by the Plan's detailed attorney guidelines. No attorney shall be approved or included on the list of Plan Attorneys until such attorney has complied with Section 30.1 through Section 30.3 of this Article. No attorney shall be approved or included on the list of Plan Attorneys if the Board disapproves the attorney's inclusion on the list. The Board, in its absolute discretion, reserves the right to disapprove the inclusion of an attorney on the list.

SECTION 30.5 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 30.6 Attorneys performing Legal Services for Participants under the terms of this Plan are not agents or employees of the Plan. 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.

ARTICLE 30

INTERPRETATION OF THE PLAN

SECTION 31. 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 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.

ARTICLE 31

APPEALS PROCEDURES

SECTION 31.1 A Participant who seeks to appeal against a decision by the Executive Director must provide timely notice to the Executive Director. Notice of Appeal must be confirmed in writing on a prescribed form provided by the Executive Director.

I. The Executive Director shall make a decision on any claim for benefits promptly, and not later than ninety (90) days after the Executive Director's receipt of the claim, unless the Executive Director determines special circumstances require an extension of the time for processing. In that case the 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 Administrator denies a claim, in whole or in part, the Executive Director shall send the Participant a written or electronic notice, prepared in a manner calculated to be understood by the Participant, setting forth:

   a. the specific reasons for the denial;

   b. specific reference to pertinent Plan provisions on which the denial is based;

   c. 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

   d. an explanation of the Plan's review and appeal procedure, and the time

limits applicable to such procedure.

SECTION 31.2 Within sixty (60) days of the date upon which a Participant is first notified of any decision by the Executive Director to deny the Participant's claim in whole or in part, the Participant may appeal the Executive Director's decision by submitting a written appeal to the Board. As part of the appeal procedure:

e. Participants shall have the opportunity to submit written comments, documents, records and other information relating to their claims;

f. 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

g. 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.

SECTION 31.3 The Board shall notify the Participant through the Executive Director of its decision in writing or electronically within sixty (60) days of its receipt of the appeal, unless the Executive Director determines special circumstances require an extension. In that case the Executive Director 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 this Plan. The decision of the Board on appeal shall be final and shall not be subject to further administrative appeal and review.

ARTICLE 32

SAVINGS CLAUSE

SECTION 32. If any provision of this Plan Description or attachments is found to be invalid, unlawful, or unenforceable, such decision shall apply only to the specific Article, Section, Subsection, paragraph, or thereof specifically held invalid in the court's decision. All other provisions shall remain in full force and effect. To the maximum extent allowable by law, any terms, or conditions of this Plan which conflict with applicable statutes are hereby amended to conform to such statutes.

ARTICLE 33

SALARY REIMBURSEMENT OPTION

SECTION 33.1 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 Executive Director. 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 Executive Director. 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 is not subject to any deductible which may otherwise apply.

SECTION 33.2 A Participant must elect this option before filing a notice to arbitrate a dispute with the Participant's employer. Notice of the election of this option shall be given to the Executive Director on an approved Oklahoma FOP LDP form. Nothing in this Plan Description shall comply the Board to offer a Participant the salary reimbursement option if the Participant has not timely filed a request pursuant to this section. However, in the sole discretion of the Board, the Board may allow a Participant to elect the salary reimbursement option in lieu of pursuing an arbitration, even if the Participant already filed a notice to arbitrate. If a Participant elects the salary reimbursement option, a Participant will not be entitled to receive any Legal Defense Costs associated with continuing to pursue the claim. The Participant will, however, be entitled to receive any unpaid Legal Defense Costs that were incurred before the Participant elected to receive the salary reimbursement option.

SECTION 33.3 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 to the Executive Director. The right to elect the salary reimbursement option expires 180 days after the first (1st) day suspension begins.

ARTICLE 34

CHOICE OF LAW, VENUE, AND ARBITRATION

SECTION 34. This Plan shall be governed by and construed in accordance with Oklahoma law, except where state law is preempted by federal law. In disputes concerning the Plan, a Participant or Subordinate Lodge agrees to submit the matter to binding arbitration in accordance with Oklahoma law. In an arbitration hearing involving the parties to this Plan, the parties agree that any arbitration hearing shall occur at a place mutually agreed to by the parties that is within the State of Oklahoma. The parties shall

mutually agree to select an arbitration service. The decision of the arbitrator(s) shall be final and conclusive. All parties agree to pay their own fees and costs regardless of who is deemed the “prevailing” party.

ARTICLE 35

PARTICIPATION FEES SCHEDULE

Participants:

Coverage A (including administrative off-duty): $19.00 per month.

Note: These fees may be modified and are subject to change at the board’s sole discretion.

ARTICLE 36

ERISA RIGHTS

SECTION 36.1 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.

SECTION 36.2 Participants in the Plan are entitled to certain rights and protections under ERISA. ERISA provides that all Participants are entitled to:

I. receive information about the Plan and benefits;

II. examine, without charge, at the Board’s office or the Executive Director’s (plan administrator) 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;

III. obtain copies upon written request to the Board or Executive Director 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 Executive Director may make a reasonable charge for the copies; and

IV. receive from the Board a summary of Oklahoma FOP LDP, Inc.’s annual financial report. The Board is required by law to furnish each Participant with a copy of the summary annual report.

SECTION 36.3 In addition to creating rights for Participants, ERISA imposes duties upon the people who are responsible for the 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 the 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 a 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 Oklahoma FOP LDP, 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.

SECTION 36.4 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.

ARTICLE 38

Amendments to the Oklahoma FOP Legal Defense Plan

SECTION 38. All amendments to the Oklahoma FOP Legal Defense Plan shall become effective only upon the approval by the Board of Trustees of the State Lodge.

Updated: April 7, 2023

ARTICLE 39

GENERAL INFORMATION

Oklahoma FOP Legal Defense Plan, Inc.
Corporate Address:
326 E. 7th Street
Edmond, OK 73034

Authorized Agent for Service of Process:

Mr. Chris Cook
Executive Director (Plan Administrator)
326 E. 7th Street
Edmond, OK 73034

See Exhibit A to the Plan Description and Rules and Regulations for information regarding the Oklahoma FOP LDP Inc.'s Board and Trustees' addresses and telephone numbers.