

**RIVERSIDE SHERIFFS' ASSOCIATION
LEGAL DEFENSE TRUST
CCW PLAN PARTICIPATION APPLICATION**

LAST _____ FIRST _____ MI _____

RESIDENCE ADDRESS _____

CELL PH _____ HOME PH _____ WORK PH _____

EMAIL#1 _____ EMAIL#2 _____

LAW ENFORCEMENT UNIT DOB: _____ DATE RETIRED: _____

PUBLIC SAFETY UNIT SOCIAL SECURITY# _____ - _____ - _____

AGENCY ISSUING CCW: _____

DATE OF ISSUE: _____

ANNUAL PREMIUM: \$60.00

COVERAGE ANNIVERSARY DATE: JANUARY 1

I _____, have received a copy of the Legal Defense Trust Retiree CCW Plan Description; I have read and understand its terms and conditions.

Signature _____ Date _____

For Office Use Only:

Accepted and Approved by: _____

Coverage Inception Date: _____ Prorated Premium: _____



RESOLUTION

OF THE RIVERSIDE SHERIFFS' ASSOCIATION
Legal Defense Trust
RESOLUTION NO. TR-2011-Aug-04



AMENDMENT NO. 2 TO THE LEGAL DEFENSE TRUST PLAN DOCUMENT

EXPANDING COVERAGE TO PROVIDE FOR RETIREE CONCEALED WEAPON CARRY RETIREE CCW PLAN DESCRIPTION

WHEREAS, the Board of Trustees has adopted a LDT Plan Document which sets forth the Legal Defense benefits afforded to Trust Participants,

RESOLVED, the Board of Trustees has voted to amend the LDT Plan Document as follows:

RETIREE CCW PLAN DESCRIPTION

The LDT Retiree CCW Plan is established and operated by RSA as sponsor for the purpose of paying Legal Defense Costs for covered LDT claims, on the terms and conditions specified in the Retiree CCW Plan Description.

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

- A. The "LDT Retiree CCW Plan" means the plan set forth in this article.
- B. "Legal Defense Costs" means expenses a Participant has incurred for Legal Services, not to exceed the applicable limits of the LDT Retiree CCW Plan's liability.
- C. "Legal Services" include advice, consultation and representation rendered by a properly 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, except as limited or excluded in this LDT Retiree CCW Plan Description.
- D. "Notice" means reporting information as required by this Plan Description. Notice to the Trust Administrator shall be effective on the date the Trust Administrator actually receives it.
- E. "Retired member" means any former regular, management or associate member of RSA who immediately before retirement exercised peace officer powers and retired under the provisions of the Public Employees Retirement System, shall, upon approval of a membership application in the manner directed by the RSA Board of Directors, be known as a Retired member.

- F. "Qualified retired law enforcement officer" means a RSA retired member who has received and passed annually any firearms training required by the Riverside Sheriff's Department and is not prohibited by state or federal law from carrying a firearm.
- G. "Good standing" means a retired member of RSA who has maintained payment of his or her dues to RSA.
- H. "Involuntary termination of membership" means involuntary termination of membership in RSA by decision of the Board of Directors or; after suspension of membership rights for nonpayment of dues.

Section 2. ELIGIBILITY.

All RSA members who retired from the County of Riverside, in good standing with RSA in payment of dues, are eligible to participate in the LDT Retiree CCW Plan and receive benefits, provided they fully satisfy all LDT requirements for "qualified retired law enforcement officers." Eligibility must exist on the date of any occurrence giving rise to the claim in order to qualify for benefits, provided however that at the time of the incident the retiree was not under the influence of alcohol or other intoxicating or hallucinatory drug or substance.

Section 3. PREREQUISITES FOR PARTICIPATION.

Participation in and the right to benefits under the LDT Retiree CCW Plan are contingent upon approval by the LDT Trust Administrator of an application to participate and payment to RSA of applicable participation fees.

Section 4. APPLICATION FOR COVERAGE.

Applications for participation shall be submitted to the LDT Trust Administrator on a standard form provided by LDT. Applications not fully and accurately completed may result in non-coverage and nonpayment of benefits.

Section 5. COVERAGE EFFECTIVE DATE.

The effective date of LDT Retiree CCW Plan coverage for any Participant shall be the first day of the month in which the LDT Trust Administrator approves the application and confirms receipt of the applicable participation fees for that Participant.

Section 6. COVERAGE.

Subject to the exclusions, applicable limits of liability and coverage limitations stated in this Plan Description and in this article, the Plan shall reimburse or pay on behalf of a Participant reasonable and necessary Legal Defense Costs which the Participant is obligated to pay for legally authorized use of a firearm in the protection of persons and/or property, under the following coverage's:

1. COVERAGE A: Legal representation by a LDT panel attorney in any civil action brought against him or her arising from the lawful use of a firearm in defense of self or others where an imminent threat of serious bodily harm to self or others is present; and
2. COVERAGE B: Legal representation by a LDT panel attorney in any criminal action brought against him or her arising from the lawful use and possession of a firearm in defense of self or others where an imminent threat of serious bodily harm to self or others is present.

Section 7. BENEFITS-LIMITS OF LIABILITY.

Reasonable and necessary Legal Defense Costs are covered up to an annual aggregate limit of \$20,000 for all claims arising out of all occurrences commencing in any one-year period. The one-year period begins from the date of the first occurrence. No more than \$20,000 will be expended per case. No more than \$20,000 total will be paid for all occurrences in any one-year period regardless of when claims are reported.

Section 8. EXCLUSIONS.

The coverage and benefits provided under the LDT Retiree CCW Plan do not apply to:

1. The cost of bail bonds or other bonds;
2. The payment or indemnification for any loss incurred by or damages awarded to any person, nor to satisfy any judgment, settlement, fine or penalty of any kind;
3. Any claim arising out of occurrences commencing prior to the effective date or after the termination of the Participant's coverage under the Retiree CCW Plan;
4. Any claim arising out of occurrences to which the LDT Retiree CCW Plan does not apply for any reason;
5. Any claim arising out of occurrences occurring during any period of time during which the claimant is not eligible for coverage under the terms of this Plan Description;
6. Any claim for which benefits and/or legal defense are available from or provided by others, including but not limited to insurance, or other sources, as provided in Section 16;
7. Use or carrying of a weapon for sport;
8. Use or carrying of a weapon as a private investigator,
9. Use or carrying of a weapon as an owner, employee, independent contractor, volunteer, servant or agent in connection with private security services;
10. Any claim arising from domestic violence, incidents between family members or from military service.
11. Any claim of which Notice to the Trust Administrator is reported more than ninety (90) days after the incident.
12. Any claim arising out of occurrences, actions or proceedings taking place outside the territorial boundaries of the United States of America, or in connection with military service in the United States or abroad.

Section 9. PROMPT NOTICE OF OCCURRENCE.

When an occurrence takes place that may result or has resulted in a claim for benefits, the Participant shall give written or verbal Notice to the Trust Administrator, or designee, within ninety (90) days after the occurrence. Such Notice shall specify particulars sufficient to identify the Participant, and all reasonably obtainable information respecting the time, place and circumstances of the occurrence. When verbal Notice is given, the Participant shall confirm the Notice in writing within thirty (30) days on the claim form prescribed by the Trust Administrator. Should the Participant fail to provide written or verbal notice to the Trust Administrator as indicated above, coverage for that occurrence shall be denied.

Section 10. FINANCIAL.

The LDT Retiree CCW Plan provides for the payment of Legal Defense Costs as provided in this Plan Description. Participation fees shall be held in trust for the exclusive benefit of LDT and its Participants, deposited in LDT's fund or funds, and held 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 LDT.

Section 11. CHANGES TO THE LDT RETIREE CCW PLAN.

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

Section 12. RETROACTIVE COVERAGE DATE.

Coverage extends and is limited to occurrences commencing on or after initial effective date of coverage under the LDT Retiree CCW Plan; provided that, if coverage terminates and is subsequently reinitiated after a break in coverage, the retroactive date shall be the new effective date of coverage after the break.

Section 13. PARTICIPATION FEES PAYABLE ANNUALLY-TERMINATION FOR NON-PAYMENT.

- A. Applicable participation fees must be timely paid in order for a participant to be entitled to benefits under the LDT Retiree CCW Plan.
- B. Participation fees shall be payable on an annual basis in advance. The initial participation fee payment shall be submitted with the application. Thereafter annual participation fees shall be paid on or before any scheduled due date in the invoice billed by the Trust Administrator.

- C. If any payment is not timely made as required in subsection B of this section, the payment shall be delinquent and participation in the LDT Retiree CCW Plan shall cease effective as of 12:01 a.m. on the day after the applicable due date. If all delinquent amounts are received by the Trust Administrator within thirty (30) days following the due date, participation shall be reinstated automatically without break in coverage. If any payment is delinquent thirty-one (31) days or more, participation shall be deemed to have terminated effective as of 12:01 a.m. on the day after the applicable due date, and reapplication shall be required. Reinstatement upon reapplication shall not be effective prior to one hundred eighty (180) days after the date of the termination for non-payment, subject to the Trust Administrator's discretion and the Board's review.

Section 14. TERMINATION OF PARTICIPATION AND OF ENTITLEMENT TO BENEFITS.

- A. Except as provided otherwise in subsection B of this section, a Participant's participation in and entitlement to benefits under the LDT Retiree CCW Plan shall automatically terminate upon:
1. Non-payment of participation fees when due;
 2. Voluntary withdrawal from participation;
 3. Termination of the Participant's membership in LDT; or
 4. Failure to fully satisfy all requirements under the LDT Retiree CCW Plan.
- B. Termination shall not affect any right to benefits which has accrued prior to the date of termination.

Section 15. CLAIMS-MADE COVERAGE-DATES.

The LDT Retiree CCW Plan applies only to claims that are first made to the Participant and reported to the LDT Retiree CCW Plan on or after the Participant's coverage date and on or after the initial coverage date with respect to that Participant. In addition, the claim must arise out of an occurrence, actions or events that occurred after the initial coverage date. For purposes of determining the respective dates on which a claim is made and reported:

1. A claim shall be deemed made to the Participant when the Participant is first notified by any person of information suggesting the possibility of a claim;
2. A claim shall be deemed reported to the LDT Retiree CCW Plan when Notice of such claim is first received by the Trust Administrator; and
3. All claims by a Participant arising out of the same occurrence, actions or events shall be deemed made and reported on the date the first claim is made to the Participant and reported to the LDT Retiree CCW Plan.

Section 16. OTHER PLAN OR INSURANCE-PLAN IS EXCESS.

If any other valid plan or insurance is obligated to cover and/or available to the Participant for claims otherwise covered under the LDT Retiree CCW Plan, then the coverage provided under such other plan or insurance shall be primary coverage. Coverage under this LDT Retiree CCW Plan shall apply only in excess of every other plan or insurance, and shall not be considered as "additional insurance" or contribute with

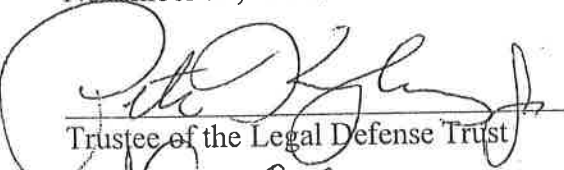
Prior to seeking benefits under the LDT Retiree CCW Plan, the Participant agrees to:

- A. Submit any and all claims otherwise covered by the LDT Retiree CCW Plan to all such other plans or insurance and, if requested by LDT, to undertake and pursue such coverage. The Participant's obligation under this subsection shall exist regardless of whether the claim against the Participant is brought in the Participant's official capacity and/or individually, or includes a claim for punitive damages;
- B. Execute and deliver instruments and other documents and do whatever else is necessary to pursue such coverage; and
- C. Do nothing to prejudice the rights of LDT to recover money or benefits due the Participant in connection with such coverage. LDT shall pay all expense for the pursuit of such coverage, and reserves the right to assume the legal representation and pursue any claim for coverage through all legal means and remedies available to the Participant.

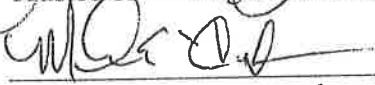
Section 15. PREMIUMS

An annual premium of \$60.00 is required for participation in the Plan. The Legal Defense Trust Board possesses the discretion to set the premium for participation and may adjust the premium as deemed appropriate by the Board.

BE IT FURTHER RESOLVED, the Chairman and/or the Trust Administrator is directed to initiate the ninety (90) day notice period to the Riverside Sheriffs' Association per Trust Agreement Section IX. (A) (2). The Plan Document Amendment No. 2 goes into effect on November 10, 2011.



Trustee of the Legal Defense Trust



Trustee of the Legal Defense Trust

08-04-11
Date

080411
Date

*****CERTIFICATION*****

Upon a motion by Legal Defense Trust Trustee Steve Gallo duly seconded by Trustee Darin Gray, and a Majority vote of a quorum of Trustees, the forgoing Resolution was adopted by the Riverside Sheriffs' Association-Legal Defense Trust Board of Trustees, during the Board's regularly scheduled meeting, which was properly noticed and convened on this August 4, 2011. The Meeting was held at 6215 River Crest Drive, Suite A, Riverside, Ca. 92507.

I so attest:



Pete Kurylowicz, Secretary