

EXHIBIT "A"

The Firm's legal services to members under this OFF DUTY Legal Defense Plan (Off Duty LDP) agreement are as follows:

- I. **OFF DUTY Criminal Charges - Trial & Defense:** Complete legal representation (all attorneys fees paid) for OFF DUTY criminal charges (including DWI and Criminal Traffic matters- meaning where jail time may be potentially be imposed), whether job related or not, within the State of **Minnesota**. Covers all attorneys' fees for all stages of representation, from pre-charging to sentencing. All appeals, probation violations, and post conviction motions are excluded.

Additionally, all costs (costs are not attorneys fees- these are expenses the firm pays out of pocket or advances to the client's case) incurred by the Firm shall have a maximum coverage of \$5,000 per case. Cost may include, but are not limited to, online legal research fees, mileage (excluding Fowler's mileage), filing fees, copy expenses, fax expenses, obtaining police reports, expert witness fees and retainers, depositions, statements, fingerprints, collection of physical evidence, hiring private investigators, etc. For costs in excess of \$5,000, the Member shall be personally responsible. The Firm will not incur said costs without consultation with the individual member, and the first \$5,000 of costs will be construed to be paid for by the FOP as part of the LDP membership price.

In any and all cases where attorney fees may be awarded, by statute or other authority, the member, the Firm, and the FOP agree that the Firm may seek those fees and will be the property of the Firm, calculated at its customary billing rate or the rate applicable to the case.

Persons eligible: **Member and spouse.**

- II. **OFF DUTY Motor Vehicle Criminal and Traffic Violation representation:** Complete legal representation (all attorney's fees paid) for Off Duty traffic violations within the State of Minnesota, whether job related or not.

Persons eligible: **Member only.**

Includes court representation for traffic violations, from pre-charging to post trial sentencing. All appeals, probation violations, and post conviction motions are excluded. (Examples covered include, but are not limited to: Careless Driving, Inattentive driving, Misdemeanor traffic violations, and Petty misdemeanor traffic violations)

Additionally, all costs (costs are not attorneys fees- these are expenses the firm pays out of pocket or advances to the client's case) incurred by the Firm shall have a maximum coverage of \$5,000 per case. Cost may include, but are not limited to, online legal research fees, mileage (excluding Fowler's mileage), filing fees, copy expenses, fax expenses, obtaining police reports, expert witness fees and retainers, depositions, statements, fingerprints, collection of physical evidence, hiring private investigators, etc. For costs in excess of \$5,000, the Member shall be personally responsible. The Firm will not incur said costs without consultation with the individual member, and the first \$5,000 of costs will be construed to be paid for by the FOP as part of the LDP membership price.

In any and all cases where attorney fees may be awarded, by statute or other authority, the member, the Firm, and the FOP agree that the Firm may seek those fees and will be the property of the Firm, calculated at its customary billing rate or the rate applicable to the case.

- III. **DEFENSE of Administrative /employment or Civil proceedings, Law Enforcement Related:** Complete legal representation (all attorneys fees paid) for DEFENSE of Administrative or employment cases relating to termination, demotion, suspension or other disciplinary action by the Member's employer, **within the State of Minnesota**. The plan does not cover dissolution of police departments via valid political process. In cases where the FOP member is covered by membership in an exclusive collective bargaining unit (such as a labor union or association), that exclusive representative will have the responsibility to cover the member first in such a proceeding. In such cases, the LDP will then cover the member only in a monitoring capacity, which may include if needed, the LDP providing the member with the service of negotiating with the exclusive representative; and/or assisting, to the extent the exclusive representative consents, with the preparation of the member's case; and/or persuading the exclusive representative that the member's case has merit. The LDP cannot by law force the exclusive representative to waive its right to represent the member, or interfere with its right to represent the member.

If the FOP member is not a member of an exclusive collective bargaining agreement, the plan will be the member's first line of defense in such cases and fully defend the member to the extent the applicable law allows a meritorious defense.

In any and all cases where attorney fees may be awarded, by statute or other authority, the member, the Firm, and the FOP agree that the Firm may seek those fees and will be the property of the Firm, calculated at its customary billing rate or the rate applicable to the case.

The LDP will also cover complete legal representation for DEFENSE of civil proceedings, for "Law enforcement related" incidents within the State of Minnesota. "Law enforcement related" means incidents occurring as a part of a member's law enforcement employment, OR if it is outside the member's law enforcement employment, but is substantially related to a law enforcement capacity. For example, if a member is engaging in a security job for a private employer, while in police uniform, or the incident involves the member's status as a peace officer or requires POST licensure, the member will be covered. All civil cases are not covered- if for example, the Member has a dispute with a contractor making improvements to your house, and gets sued, it is not a law enforcement related incident and is not covered. Implied Consent cases are not covered for free under the LDP- instead, any member wishing to challenge and Implied Consent License Revocation will pay the civil filing fee and a discounted rate agreed to by the Firm and the member, typically \$2500. Examples of types of cases covered would include, defense of excessive use of force complaints, civil actions for negligence, civil rights violations, property damage, etc.

This service is excluded if the employer, county, city or state indemnifies the officer and/or offers legal representation. The service of determining whether an employee should be indemnified, and compelling an employer to indemnify, is covered, subject to the following provisions: 1) In such cases, the firm shall bill to the employer the Firm's normal hourly rate of \$350 or the applicable municipal/county/state/federal reimbursement rate; 2) the firm shall be entitled to recover any statutory or court ordered attorneys fees at the rate of \$350 or the applicable rate; 3) the firm will assume legal representation duties up until the employer agrees to or is compelled to represent the member, with the expectation by all that the Firm will seek payment for its services from the employer while said indemnification decision was pending at its customary rate of \$350 or the employers reimbursement rate.

Additionally, cases where the Member is a Plaintiff are not covered for free (the free coverage is only in cases where the member is a Defendant in a civil action as indicated above), but the member is entitled to a discount, see section V below.

Persons eligible: **Member only.**

Additionally, all costs (costs are not attorneys fees- these are expenses the firm pays out of pocket or advances to the client) incurred by the Firm shall have a maximum coverage of \$5,000 per case. Cost may include, but are not limited to, online legal research fees, mileage (excluding Fowler's mileage), filing fees, copy expenses, fax expenses, obtaining

police reports, expert witness fees and retainers, depositions, statements, fingerprints, collection of physical evidence, hiring private investigators, etc. For costs in excess of \$5,000, the Member shall be personally responsible. The Firm will not incur said costs without consultation with the individual member, and the first \$5,000 of costs will be construed to be paid for by the FOP as part of the LDP membership price.

IV. **Free phone consultation:** on any personal legal matter, **for any household member– via calling the Firm through its contact information.** *Office: 651-287-8883. **MEMBERS SHOULD USE 651-287-8883 for all critical incidents***

V. **Discounted Rate** for other legal services. A discounted rate of \$175 per hour, regardless of attorney assigned, or a contingency fee reduced to 25 % for all legal services not provided by the plan, subject to: the firm's ability to provide these services based on subject matter area of practice and jurisdiction; the merits of the case; and whether the Firm in its sole discretion, accepts the case. Basic Wills for members will be a flat rate of \$250 per person. The Firm's normal rates are \$350 per hour depending on the attorney assigned for hourly matters, and normally are 33 1/3 % for contingency matters. By way of example, and not limitation, the firm does not practice workman's compensation, intellectual property or taxation law. In family law cases, members will receive a referral to a an attorney skilled in handling law enforcement family law matters, at their current discounted rate for law enforcement, but that rate may vary depending on a case to case basis. *The Firm will attempt to refer the member to a lawyer who will accept the discounted rate if Fowler Law Firm or its participating FOP attorneys do not practice the desired area of law.*

In cases involving discounted legal rates, all costs (costs are not attorneys fees- these are expenses the firm pays out of pocket or advances to the client) incurred by the Firm, the Member shall be personally responsible for at full cost. Cost may include, but are not limited to, online legal research fees, mileage, filing fees, copy expenses, fax expenses, obtaining police reports, expert witness fees and retainers, depositions, statements, fingerprints, collection of physical evidence, hiring private investigators, etc. The Firm will not incur said costs without client consultation and consent.

In any and all cases where attorney fees may be awarded, by statute or other authority, the member, the Firm, and the FOP agree that the Firm may seek those fees and will be the property of the Firm, calculated at its customary billing rate or the rate applicable to the case.

Persons eligible: **Member and household members.**

VI. **Exclusions:** Except as otherwise agreed, the Firm shall not be required to provide legal representation under the following conditions:

- A. For pre-existing conditions which are defined as those acts (or offense date) which give rise to criminal charges, litigation or an administrative proceeding which are alleged to have occurred prior to the Member's enrollment in the FOP Defense Plan, even though the charges, lawsuit or administrative proceedings may have been initiated after such date. However, if the employer initially indemnifies the member for an incident occurring prior to the member's coverage date, but then discontinues to indemnify or represent the member; the plan will cover the member if the date of the discontinuation of the employer's representation/indemnification occurs after the date of the member's joining the plan. It is each member's affirmative duty to renew the plan and their local/state lodge dues each year in a timely manner. Ultimately, regardless of the FOP's actions or lack thereof in reminding the member, it is the member's responsibility to renew in a timely fashion, **failure to do so will result in a gap in coverage.**
- B. Matters, claims or defenses pertaining to any matter listed herein or which the Firm and/or the FOP Executive Committee determine to be frivolous, or otherwise non-meritorious including decisions to appeal any judgment or decision. Certain at will employment terminations will be deemed non-meritorious if no other statutory or actionable defense applies. The Firm reserves the right to make independent professional judgments as required by the Code of Professional Responsibility, regarding the presentation of such claims or defenses.
- C. Any matters which the Firm, by the Code of Professional conduct, is prohibited from handling.
- D. Under no conditions shall this Agreement be construed to provide a Member with legal representation in any action which the FOP, or any Member of the Executive Committee may be an adverse party.
- E. The LDP does not provide covered representation for breach of Duty of Fair Representation claims (DFR claims), as these are considered plaintiff's cases. Specifically, for example, if an FOP member is a member of an exclusive bargaining unit as referred to in Exhibit A, section III above, and the exclusive representative declines to arbitrate or otherwise take the member's case to the next step or level, the LDP will not litigate against the exclusive representative.