



# The WPPA Extended Legal Protection Plan

## CONTRACT for PRE-PAID LEGAL SERVICES

### I. Introduction

The Wisconsin Professional Police Association (WPPA) offers, as a benefit of membership, participation in a pre-paid legal service plan or “extended legal protection plan,” for all law enforcement officers in the State of Wisconsin who are members of the WPPA. The plan is designed to encourage members to preplan their personal legal needs to assure themselves quality legal representation in the event certain, employment related, legal representation needs arise. Specific services provided under this plan are detailed herein and in Description of Plan Benefits, Limitations, and Restrictions attached hereto.

### II. Definitions

**A. Eligible Member:** Except as otherwise specifically provided, an eligible member shall mean any statutorily defined law enforcement officer who is a WPPA member in good standing that has specifically contracted for the pre-paid legal services described herein. No member shall be in good standing if the member has failed to pay the annual plan fee within thirty (30) days of the annual plan fee’s due date.

**B. Annual Plan Fee Due Date** – An annual plan fee of Seventy-Two Dollars (\$72.00) shall be due from each member participating in this plan upon enrollment, and on the enrollment anniversary date thereafter.

### III. Summary of Benefits

A. Subject to the limitations and exclusions set forth in this ELPP document, a participant is entitled to benefits provided under the ELPP, as described herein.

- a. Representation during criminal investigations and proceedings where the criminal offense is alleged to have occurred within the scope and in the performance of the participant’s official law enforcement duties;
- b. Representation in civil rights violation cases where the violation is alleged to have occurred within the scope and in the performance of the participants official law enforcement duties, and for which the participant’s employer or their insurer does not provide representation;
- c. Representation to obtain Worker’s Compensation and Duty Disability benefits under Wisconsin state law for injuries incurred within the scope and in the performance of the participant’s official law enforcement duties;
- d. Cases of general importance as defined by this ELPP.
- e. Other specified expanded legal services if, subject to restrictions delineated in this ELPP, said coverage(s) was purchased by the participant at least ninety (90) days prior to the date of the incident which gave rise to the need for legal services.

### IV. General Provisions

A. Any member utilizing this benefit shall be the client of the individual attorney retained to represent them. The WPPA cannot and will not infringe upon the attorney’s independent exercise of professional judgment in rendering legal services under this agreement.

B. The attorney has the right and professional duty to decline the provisions of legal services on any matter if, after exercising due diligence in fully analyzing and researching the case, he or she determines it to be without merit, presenting a conflict of interest, or other ethical dilemma. Such a determination will relieve the WPPA from any duty of representation in any matter under this plan or benefit.

C. Services will not be provided under this agreement in any matter in which legal representation is provided to the eligible member pursuant to a policy of insurance or other means for which the eligible member does not have to pay for legal services from his or her own funds.

D. Legal services will not be provided for any actions or proceeding initiated prior to the effective date of the plan.

E. Legal services will not be provided in any matter under this plan where the adverse party is the WPPA.

## Extended Legal Protection Plan

Name			
Last	First	Middle	
Mailing Address		City	State
Email:			
Employer		Primary Contact Telephone Number	Date of Birth
<b>Credit Card Information</b>			
Name on Card		Billing Address Zip Code:	3-Digit CVV Code:
Account Number		Expiration Date:	
Date	Signed		

# The WPPA Extended Legal Protection Plan

## DESCRIPTION OF PLAN BENEFITS, LIMITATIONS and RESTRICTIONS

January 1, 2018

**I. Definitions.** As used in this plan document:

- A. "Board" means the Board of Directors of the WPPA.
- B. "Board member(s)" means the individual(s) serving as a board member(s) of the WPPA.
- C. "Case of general importance" means matters of general importance and significance otherwise outside the scope of the plan detailed herein.
- D. "President" means the individual acting as President of the WPPA.
- E. "Executive Director" means the individual authorized by the Board as the primary representative of the WPPA.
- F. "Critical incident" means an event in which an officer is involved as a principal, a victim, or is a custodial officer and any of the following occurs:
  - a. The incident results in the death of an individual that results directly from an action or an omission of a law enforcement officer while the officer is on duty or while the law enforcement officer is off-duty but performing activities that are within the scope of his or her law enforcement duties;
  - b. The incident results in significant injury likely to cause death; or
  - c. The incident includes the use or attempted use of deadly force by a law enforcement officer during the commission of their official duties.
- G. "Department head" means the primary administrative officer of an organization or agency, including a Chief of Police, Sheriff, and their assistants or other person(s) acting as an interim of the same.
- H. "Business agent" means any field staff employee of the WPPA who is not an attorney.
- I. "ELPP" means The WPPA Extended Legal Protection Plan.
- J. "Extended Legal Protection Plan" means the contract for services incorporated herein by reference and as otherwise set forth herein by this plan description.
- K. "Member association" means the WPPA-affiliated local association of a particular group of Wisconsin law enforcement officers.
- L. "Moonlighting" means employment by non-governmental employers as a security officer or other similar duties.
- M. "Notice" means the reporting of information as required by this plan description.
- N. "Outside attorney" means an attorney authorized by the ELPP and retained to perform a specific legal service or services.

- O. "Qualified participant" means a WPPA member in good standing with the WPPA, who is eligible for benefits subject to the terms set forth herein.
- P. "Plan attorney" means an attorney employed or authorized by the WPPA to provide a specific legal service or services under the terms set forth herein..
- Q. "Revocation" means to the revocation or cancellation of services provided to a qualified participant.
- R. "Scope of employment" means actions or omissions by a qualified participant in the ELPP, which are typical of and associated with the duties of Wisconsin law enforcement officers, as determined by the Board and/or Executive Director.
- S. "S/he" means a female and/or a male.
- T. "WPPA" means The Wisconsin Professional Police Association.

## **II. Introduction.**

Recognizing the need for specified legal coverage for sworn law officers in the State of Wisconsin, members in good standing with the WPPA may participate in this pre-paid legal plan. Members are admonished to carefully read the terms of this plan. The intention of the Board is to pool the annual ELPP fees from participants in order to hire qualified attorneys and other legal advisors for eligible participants when they are the targets of criminal investigations or other qualified cases of general importance as deemed by the sole discretion of the Board or Executive Director. Certain restrictions, exclusions and limitations do apply as set forth herein. Additionally, certain obligations and responsibilities are placed on participants in order to qualify for benefits and to remain qualified for future benefits.

Only the Executive Director of the WPPA represents the Board of Directors in administering this contract and giving information relating to the amount of benefits, eligibility, restrictions, limitations and/or other provisions of the plan. Any other statement(s) or representation(s), either written or oral, by any other person(s), including other WPPA employees, WPPA board members or the WPPA President are not authorized and will not be binding on the WPPA Board or the ELPP. No implicit or explicit promises for benefits not specifically set forth in this ELPP description are made.

## **III. Amendment, Termination and Changes to LDP**

In order that the Board may carry out its obligation to maintain services within the limits of the financial resources of the ELPP, the Board expressly reserves the right, in its sole discretion, at any time and from time to time, to amend, modify or terminate the ELPP. Any such changes shall be made on a non-discriminatory basis. The rights the Board reserves include but are not limited to:

- A. The right to increase the rate of required contributions by participants;
- B. The right to alter the method of payment;
- C. The right to amend or rescind any provision of this plan even though such amendment or termination affects cases already accepted by the ELPP, provided the ELPP pays for approved services previously rendered; and
- D. The right to amend or rescind any other provision of this plan.

The board has the authority to terminate the LDP. Any monies and/or assets remaining in the LDP, after payment of expenses, shall be used for the continuance of the benefits provided by the then existing benefits plan.

## **IV. Benefits and Coverage**

- A. Subject to the limitations and exclusions set forth in this ELPP document, a participant is entitled to benefits provided under the ELPP, as described herein.
  - a. Representation during criminal investigations and proceedings where the criminal offense is alleged to have occurred within the scope and in the performance of the participant's official law enforcement duties;
  - b. Representation in civil rights violation cases where the violation is alleged to have occurred within the scope and in the performance of the participants official law enforcement duties, and for which the participant's employer or their insurer does not provide representation;
  - c. Representation to obtain Worker's Compensation and Duty Disability benefits under Wisconsin state law for injuries incurred within the scope and in the performance of the participant's official law enforcement duties;
  - d. Cases of general importance as defined by this ELPP.
  - e. Other specified expanded legal services if, subject to restrictions delineated in this ELPP, said coverage(s) was

purchased by the participant at least ninety (90) days prior to the date of the incident which gave rise to the need for legal services.

## B. CLAIMS PROCEDURES

### 1. Participant's Duty to Notify Chief Legal Advisor of Claim.

A Participant shall be obligated to notify the Executive Director, or his or her designee, of his or her claim for benefits before he or she is entitled to any benefits under the Plan. Notification to any Plan Attorney, WPPA personnel, or the personnel or representatives of a member organization or any party other than the Executive Director is ineffective to obtain entitlement to benefits unless said person is designated to receive notice by the Executive Director. Failure to notify the Executive Director shall relieve the ELPP of any obligation to provide benefits.

### 2. Telephone Hot Line (Emergency).

The WPPA shall maintain a 24-hour-a-day telephone service to respond to participants' needs for services. The number is (800) 362-8838 or (608) 273-3840.

### 3. Acceptance or Denial of Claim by the Executive Director.

The Executive Director shall consider each claim for plan benefits and determine whether to grant or deny coverage under the plan. If coverage is granted, the participant's member association shall be notified, provided the association has requested notification. If the claim is denied, the participant has the right to appeal a denied claim pursuant to the procedures described in Section 6 of this Article.

### 4. Referral by Executive Director to Plan Attorney.

The Executive Director shall refer representation of a participant who is entitled to benefits to a plan attorney. In making such a referral, the Executive Director shall, where feasible, select a plan attorney who meets the approval of such participant. Any dispute concerning the referral of a case to a plan attorney may be appealed by the participant to the Board pursuant to Section 6 of this Article. The ELPP shall not be liable for any attorney fees or costs incurred by an individual participant that retains a non-plan Attorney without the prior authorization of the Executive Director.

### 5. Dissatisfaction or Non-Cooperation with Plan Attorney or Business Agent.

Subject to the appeal rights described in Section 4 above, if a participant unreasonably refuses representation by the plan attorney selected to represent him or her or fails or refuses to accept the advice of the Executive Director or a plan attorney, the ELPP shall be free from further obligation to such participant to provide benefits or other coverage under the plan. Such participant shall be free to employ counsel at his or her own expense to represent him or her.

## 6. Appeal Procedures

- a. Denial. If a claim for plan benefits made by a participant is wholly or partially denied, the Executive Director shall give written notification of such denial to the participant within ninety (90) days of receipt of the participant's claim for benefits. In the event the Executive Director does not provide written notice of its decision within ninety (90) days of the participant's claim, the claim shall be deemed denied. The notification shall include the following information:
  - i. The specific reason(s) for such denial;
  - ii. Specific reference to the plan provisions upon which the denial is based;
  - iii. A description of any additional material or information which may be needed to clarify or complete the claim and an explanation of why such information is required; and
  - iv. An explanation of the plan's review procedure with respect to the denial of benefits.
- b. Request for Reconsideration.
  - i. Any participant whose claim has been denied may appeal to the Board to reconsider the matter, provided that he or she submits a request for reconsideration in writing within sixty (60) calendar days after being notified of the denial; and provided further that the request for a hearing explains to the degree possible why the reasons for the denial are inapplicable. The participant may request and examine documents pertinent to the denial and may submit written issues and comments to the Board.

## V. Cases of General Importance

The Board, in its sole discretion, may authorize legal services be provided to participants or, in matters of general importance and significance to participants. In determining whether to authorize such benefits, the Board Members and Executive

Director shall generally consider whether there exists a reasonable likelihood of one of the following:

- A. A favorable statewide impact on WPPA members due to the legal issues presented in the specific case; or
- B. A recovery sufficient to reimburse the WPPA for all of its expenditures associated with the action, including but not limited to recovery of attorney's fees, other expenditures and related costs.

Applications for coverage under this section must be submitted by the participant in writing to the Executive Director and Board. The Board shall, in its sole discretion and in a nondiscriminatory manner, elect to provide legal services, deny legal services with or without comment or provide legal services but impose conditions, set limitations, require co-payments or otherwise impose cost sharing obligations of the participant.

## VI. Exclusions

In addition to the exclusions and limitations set forth elsewhere in the ELPP, the following exclusions shall apply:

**Exclusions:** The coverages and benefits of the ELPP do not apply to:

**A. Activities Outside the Scope of Employment:** No benefits shall be provided under the ELPP for any claim(s) with regard to any occurrence involving activities outside the scope of employment of a participant.

**B. Employment Practices:** No benefits shall be provided under the ELPP for any action brought by a participant arising out of any alleged or actual violation of, nor covered by the provisions of:

1. the Equal Employment Opportunity Act;
2. the Age Discrimination in Employment Act;
3. the Americans With Disabilities Act;
4. the Employee Retirement Income Security Act;
5. the Fair Labor Standards Act;
6. the Labor Management Relations Standards Act;
7. the Occupational Safety and Health Act;
8. the Veterans Reemployment Act;
9. the federal civil rights statutes, i.e. 42 U.S.C. Section 1983 et seq., insofar as the subject matter of the action is similar to that of any of the above-described statutes;
10. any law, statute, ordinance, regulation or rule of similar type or description enacted by the federal government or any state, political subdivision thereof, including but not limited to the enactments of counties, cities, villages, towns, and districts that are similar to the above-described statutes.

**C. Internal Dissonance:** No benefits shall be provided under the ELPP in any matter where the adverse party is the WPPA or any local affiliates thereof.

**D. Civil Service Disputes:** No benefits shall be provided under the ELPP for any action to obtain, protect, preserve or set aside any benefit or positions with respect to any civil service, merit system, or personnel eligibility list for appointment or promotion to a position.

**E. Punitive and other Damages:** No benefits shall be provided under the ELPP to cover any monetary award for damages, including but not limited to punitive, compensatory or actual damages, whether by judgment, settlement or otherwise, against a participant in any action whatsoever.

**F. Bonds:** No benefits shall be provided under the ELPP to cover the cost of bail bonds, appeal bonds or other bonds.

**G. Fines and Penalties:** No benefits shall be provided under the ELPP to cover any monetary fines, fees, settlements, court costs or other costs levied against a participant by any judicial, quasi-judicial or administrative entity.

**H. Breach of Employment Contract:** No benefits shall be provided under the ELPP related to any proceedings brought against a participant for a breach of an agreement with his or her employer to remain employed.

**I. Breach of Educational Reimbursement Contract:** No benefits shall be provided under the ELPP related to any proceedings brought against a participant for a breach of an agreement with his or her employer to reimburse the employer for educational costs paid by the employer to cover the costs of a participant's tuition, fees, books and related higher educational costs, including basic or advanced police academy training, specialty police management training schools or similar programs, nor the cost of any associate, bachelor's or master's degree program or any other training similar to the aforesaid, if the participant voluntarily separates from service with the employer.

**J. Opposing Party Awards:** No benefits shall be provided under the ELPP to cover the attorney's fees or costs of an opposing party awarded against a participant in any action.



**K. Communicable Diseases:** No benefits shall be provided under the ELPP related to claims arising out of the actual or alleged transmission of communicable diseases.

**L. Peer Review:** No benefits shall be provided under the ELPP for claims arising out of activities while acting as an elected or appointed member of any peer review group or entity or any similar process.

**M. Electronic Communications:** No benefits shall be provided under the ELPP for claims arising out of the inappropriate use of e-mail, a Mobile Data Terminal (MDT) or similar communications device, by a participant.

**N. Attorneys' Fees:** No benefits shall be provided under the Plan to cover the attorneys' fees or costs of an opposing party awarded against a Participant in any action.

**O. Effective Date:** Legal services will not be provided for any actions or proceedings initiated prior to the effective date of the plan or prior to the date upon which a participant becomes a member of the plan.

## VII. Limitations

In addition to the exclusions and limitations set forth elsewhere in the ELPP, the following limitations shall apply:

**A. Geographical Scope of Coverage:** If a proceeding, whether judicial, administrative, arbitration or otherwise, occurs outside the State of Wisconsin, the Board, in its sole discretion and in a non-discriminatory manner, may elect to provide legal services, deny legal services with or without comment or provide legal services but impose conditions, set limitations, require co-payments or otherwise impose cost sharing obligations of the participant.

**B. Non-Cooperation or Misrepresentation by Participant:** No benefits shall be provided under the ELPP to a participant who is untruthful to, or does not fully cooperate with, the attorney provided to the participant by the ELP, a business agent, the Board or the Executive Director of the LDP. In such cases, the right of the participant to benefits provided by the ELPP shall terminate, as will the obligation of the ELPP to provide such benefits. Furthermore, if benefits have been provided to a participant based upon misrepresentation(s) by the participant to the ELPP or any of its representatives assisting the participant, the ELPP shall be entitled to obtain reimbursement from the participant for the full amount of financial expenses incurred by the ELPP for services, fees and costs (including, but not limited to, charges for the time of ELPP plan attorneys based on a reasonable hourly fee), expended or incurred by the ELPP on behalf of the participant.

**C. Injudicious Refusal of an Equitable Settlement Opportunity:** No provision of the ELPP shall require the Board, the Executive Director, WPPA employees or those of the ELPP or other legal advisors paid by the ELPP, to continue providing benefits to a participant if the Executive Director has determined it is the best interest of the participant to accept a reasonable settlement proposal to resolve the participant's case, or otherwise cease the participant's involvement in any particular case. Any such decision shall be made on a non-discriminatory basis and shall include, but not be limited to, cases where continued proceedings may subject the participant to more severe civil, criminal or administrative sanctions, damages, fines, or attorney's fee.

**D. Third Party Recovery:** In the event that a participant recovers from any third party any amounts as damages (other than lost compensation for lost wages of the participant), attorney fees, or costs in a case where the ELPP provided benefits, the ELPP shall be entitled to reimbursement from such participant to the full extent of the expenditures made by the ELPP on behalf of said participant. Participants agree to cooperate with the ELPP in obtaining reimbursement and, upon request, to execute any and all necessary documents that might be necessary to facilitate efforts to obtain reimbursement by the ELPP. If a participant has a cause of action against any third party for damages, attorney fees or costs and said participant does not wish to pursue the action, s/he will, upon request, assign those rights to the ELPP to the extent lawfully permissible and assist the ELPP in its prosecution of such action against the third party.

**E. Death or Incompetency:** In the event a participant dies or is adjudged incompetent, the right of the participant to benefits provided by the ELPP shall terminate, as will the obligation of the ELPP to provide such benefits, on the date of the death or of adjudication.

**F. Principled Professional Conduct:** No provision of the ELPP shall require the Board, the Executive Director, WPPA employees, any persons authorized to perform specified legal services under the ELPP, or other legal advisors paid by the ELPP, to perform any act in violation of any law, or State Bar Rule of Professional Responsibility, including but not limited to any rule which prohibits any organizations or groups from interfering with or controlling the performance of an attorney's duty to his or her client. Individual participants utilizing the services of an attorney retained by the ELPP to represent the participant shall be the client of said attorney. The Board, Executive Director

or other employee of the ELPP cannot and shall not infringe upon the attorney's independent exercise of professional judgment in rendering legal services provided by the ELPP.

**G. Cases Without Merit:** No provision of the ELPP shall require the Board, the Executive Director, WPPA employees or other legal advisors paid by the ELPP, to provide benefits pursuant to any matter if, after exercising due diligence in analyzing and researching the case of a participant, he or she determines it to be without merit, presenting a conflict of interest or other ethical dilemma. In such cases, the right of the participant to benefits provided by the ELPP shall terminate, as will the obligation of the ELPP to provide such benefits.

**H. Appeals:** No benefits shall be provided under the ELPP to appeal a decision by any state or federal court, administrative tribunal, arbitrator, Civilian Review Board, Police or Fire Commission or any similar entity, unless the Board, in its sole discretion and in a non-discriminatory manner, authorizes such legal services. In determining whether to authorize such services, the Board will require a written request from a participant to be submitted to the Executive Director. The Board shall consider the reasonable likelihood of success of the appeal among the factors the Board determines to be relevant in making its decision. With respect to appeals, the Board expressly reserves the right to elect to provide legal services, deny legal services with or without comment or provide legal services but impose conditions, set limitations, require co-payments or otherwise impose cost sharing obligations of the participant. Separate inclusive coverage for these matters may, from time to time, be available and must be purchased from the WPPA in order to obtain coverage for these events.

**I. Court Stenographer:** No benefits shall be provided under the ELPP to obtain the services of a stenographer or other professional person hired to record or document legal or quasi-legal proceedings unless the Executive Director, in his sole discretion, authorizes the expenditure of such funds.

**J. Transcripts:** No benefits shall be provided under the ELPP to obtain transcripts from any proceeding unless the Executive Director, in his sole discretion, authorizes the expenditure of such funds. If the transcripts are deemed necessary for an appeal, the ELPP may require a participant to pay part or all of the costs to obtain transcripts, subject to the other terms and conditions set forth in the expanded legal coverage section covering appeals.

**K. Coordination of Benefits:** No benefits shall be provided under the ELPP to the extent benefits are furnished to a participant by any other plan, program or policy which provides group legal services to the participant.

**L. Retired Participants:** A former participant shall not be entitled to benefits in accordance with the ELPP for any event, act or omission that occurred while s/he was a participant, if, subsequent to the event, act or omission s/he retires pursuant to the retirement rules of his or her agency.

**M. Certification Hearings:** No benefits shall be provided under the base ELPP to participants for matters, directly or indirectly, associated with certification hearings at the Wisconsin Law Enforcement Standards Board.

**N. Moonlighting:** No benefits shall be provided under the base ELPP to participants for matters which arise out of private employment from non-governmental employers. These situations whereby officers "moonlight" as a private security officer, with or without the permission of the primary governmental employer, are not covered by the ELPP. Nor are subsequent investigations, hearings, or other proceedings (which may or may not constitute adverse job actions) if the focus of said investigations, hearing or proceedings are the actions or conduct of the participant while moonlighting.

**O. Unauthorized Weapons:** No benefits shall be provided under the ELPP to participants for adverse job actions or other matters which arise out of a participant using or the attempted use of a weapon which s/he was not certified for, or permitted to use by his or her governmental employer. This includes, but is not limited to, pepper spray, conducted electrical weapons, machine guns, sniper rifles, PR-24s, percussion grenades, explosives, booby traps, automatic rifles, machine guns, exploding ammunition, incendiary ammunition, bolo ammunition, armor piercing ammunition or similar special weapons or munitions. Participants must use these items and like items with the knowledge and permission of their governmental employer in order to be eligible for benefits under the ELPP.

## **VIII. Termination of Benefits**

**A. Settlement Opportunity or Jeopardy:** Benefits may be terminated in the event the Executive Director determines that it is in the best interest of a participant to cease his or her participation in any particular case, including but not limited to cases where continued proceedings may subject the participant to more severe civil, criminal or administrative sanctions, damages, or attorneys' fees, or where the participant has rejected a reasonable settlement proposal to resolve his or her case.

B. In addition to the limitations and exclusions set forth elsewhere in the ELPP, the following circumstances and/or situations shall automatically immediately terminate any and all benefits afforded by the ELPP:

1. Voluntary termination of employment of the participant, including resignation; or
2. Withdrawal by the member association of its affiliation with the WPPA; or
3. Non-payment of contributions by the individual participant or by the member association on behalf of the individual participant; or
4. Non-payment of applicable co-payments or deductibles to the ELPP; or
5. When the participant ceases to participate in the ELPP through the member association or which is the recognized employee organization for the bargaining unit which includes the participant's position;
6. When a participant files, causes to be filed, or cooperates with another party who files, or causes to be filed, any litigation against or adverse to the WPPA, any member association, or litigation against or adverse to any employee of the WPPA, any member association, or any affiliated organizations; or
7. Failure to remain in good standing with the WPPA.

## **X. Miscellaneous**

A. Limitation of Rights: Neither the establishment of the ELPP or modifications thereof, nor the creation of any fund or account, nor the payment of any benefits, shall be construed as giving any other person any legal or equitable right or action or recourse against the WPPA, or its officers, employees, agents, participants, board members or the WPPA President.

B. Dissatisfaction with ELPP Attorney: Any participant, whom is dissatisfied with the representation of an attorney provided by the ELPP shall, in writing, document all matters causing the dissatisfaction and provide the documentation to the Executive Director. The Executive Director shall investigate the validity of the complaint and attempt to resolve the complaint to the satisfaction of the participant. If the participant refuses to accept the reasonable measures the Executive Director proposes, the participant is free to employ counsel at his or her own expense to represent him or her. The Executive Director shall make reasonable attempts to cooperate with the new counsel of the participant to the level necessary to ensure the further interests of the participant are met. If the Executive Director is the focus of the complaint, the participant shall, in writing, document all matters causing the dissatisfaction and provide the documentation to the WPPA President. The President shall investigate the validity of the complaint and attempt to resolve the complaint to the satisfaction of the participant. If the participant refuses to accept the reasonable measures the WPPA President proposes, the participant is free to employ counsel at his or her own expense to represent him or her.

C. Other Coverage: No benefits shall be provided under the ELPP to participants for any matter in which legal representation is provided to the eligible member pursuant to a policy of insurance or other means for which the eligible member does not have to pay for legal services from his or her own funds.

D. Reasonable and Necessary Expenditures: The Executive Director, in his sole discretion, shall determine what constitutes reasonable and necessary expenditures for all related costs with respect to the defense of a participant. The discretion which the participant agrees the Executive Director maintains but is not necessarily limited to, determinations with respect to the need for expert witnesses, special testing of evidence and additional investigative requirements.