Geographical Limitation

Services provided under the PLAP shall be limited to Dade, Broward, and Palm Beach Counties, Florida.

Method of Review and Resolution of Disputes

In the event of any dispute between a plan participant and the firm of Michael Braverman, P.A., the participant may file a complaint with the Broward County Police Benevolent Association, which will attempt to resolve the complaint by mutual agreement. Should the Broward County PBA have a dispute with the firm or should it be unable to resolve a dispute between a participant and the firm through mutual agreement, then the Broward PBA and the firm will each appoint a mediator who shall, in turn, appoint a third mediator; the three mediators shall resolve the dispute by majority vote.

Plan participants may also file a complaint relating to the plan and its operation with:

Staff Counsel
Grievance Department
650 Apalachee Parkway
Tallahassee, FL 32399-2300

Plan Termination

The PLAP is provided by virtue of a contract between the Broward County Police Benevolent Association and the law firm of Michael Braverman, P.A. on an annual basis. It shall be renewed automatically for additional one-year terms unless either party elects, in writing, not to renew. Written termination of the program shall be delivered to the other party not less than thirty (30) days prior to the expiration date of the current annual term. The firm will complete all work undertaken under the PLAP, except if the agreement has been terminated.

Who Is The Client?

The plan participant is the client under the terms of the Prepaid Legal Assistance Plan. The plan sponsor, the Broward County PBA, will have no influence over the attorney/client relationship.

Cooperation of Client

The firm's duty to render services shall be subject to the participant's compliance with the reasonable requests of the firm in a manner normally associated with an attorney/client relationship.

Other Counsel

All plan participants are free to use non-plan attorneys for any matter, whether or not it is covered by the plan. However, the participant shall receive no reimbursement from the plan for such representation.

No Guarantee

The Florida Bar does not guarantee in any way the success of the plan and gives no assurance of the quantity or quality of legal services to be provided. Total responsibility for the delivery of services rests with the plan's sponsor and the attorneys in their individual attorney/client relationship.

Adequacy of Fees

The fees to be charged under this plan are neither inadequate nor excessive.

Disposition of Funds

All funds paid into the plan shall be deposited in a bank, savings and loan association, trust company or other appropriate financial institution in the State of Florida, or the firm will provide assurances for the protection of the funds paid into the plan until they are properly disbursed pursuant to the plan agreement. Funds paid as an advance on costs or as a retainer shall not be disbursed until there is an obligation to pay for the costs or until the fee represented by the retainer has been earned by the firm.

Costs

Rendering of the services set forth herein shall be subject to payment by the participant of all costs required in conjunction with regard to services rendered. The firm may require, as a condition precedent to performing the services, a cost deposit estimated by the firm to be in an amount sufficient to cover the required costs associated with the rendering of such services. Such a deposit may include, but not be limited to, estimated fees, a retainer and/or legal expense costs (court, deposition and court reporter fees), and other such customary costs associated with the delivery of various legal services.

Conflicts of Interest

If a participant wants to retain the firm for representation that would violate the Florida Bar's Code of Ethics or that would result in a representation deemed to be adverse to pre-existing clients of the firm, including other plan participants, the firm will be unable to represent that participant, and no PLAP benefits will be delivered to him/her in that particular dispute. The firm will attempt to refer said participant to another competent non-firm Florida Bar attorney.

Requests for PLAP service may be made through online forms located at the BCPBA.org website or by calling or visiting the BCPBA office.

Broward County Police Benevolent Association
2650 West State Road 84
Ft. Lauderdale, FL 33312
Phone: 954-584-7600
Fax: 954-583-0405

Visit us online at www.bcpba.org

Document updated 8/24/15

Prepaid Legal Assistance Plan

Michael Braverman, P.A.
2650 West State Road 84
Suite 103
Ft. Lauderdale, FL 33312
Phone: 954-791-2010
Fax: 954-791-2141

BROWARD COUNTY
FLORIDA
PBA

Broward County PBA Prepaid Legal Assistance Plan (PLAP)

The Broward County PBA recognizes that our members have daily exposure to lawsuits and other legal matters that affect both their business and personal affairs and are often in need of legal assistance.

The Law Offices of Michael Braverman, P.A.

Legal services for the PLAP are rendered by Michael Braverman, P.A., which is authorized to engage in the practice of law within the State of Florida.

Michael Braverman was admitted to the Florida Bar in 1988. He worked for the Dade County Police Benevolent Association from 1986-1996, serving as the Dade PBA's General Counsel from 1993-1996.

Mr. Braverman is familiar with all aspects of the Law Enforcement Bill of Rights. A large percentage of his practice focuses on administrative law, certification/licensing (FDLE), collective bargaining and public sector labor law.

Who is eligible for the Prepaid Legal Assistance Plan?

All members in good standing with the Broward County PBA who have been members for at least thirty (30) days are entitled to PLAP benefits upon certification of eligibility.

Anyone receiving benefits under the PLAP shall be known as a Plan Participant (Participant).

Plan Benefits

No-Cost Services

Eligible members are entitled to the following services at no charge for legal representation.*

- Legal consultation
- Simple will
- Living will
- General power of attorney
- Durable power of attorney
- Purchase and/or sale of primary residence (closing)
- Incorporation
- Dissolution of marriage (uncontested, with or without children, with written property settlement included)**
- Adoption (uncontested stepparent)
- Unemployment compensation hearings
- Name change
- Disciplinary proceedings, including certification hearings and state attorney appearances for matters not within the course and scope of employment
- Third-party claims/personal injury claims
- Off-duty traffic infractions (does not cover DUI, driving with a suspended driver's license or any other criminal traffic matters)

**** Participants are responsible for paying any court costs and/or expenses incurred.***

***** No annulments.***

Reduced-Charge Services

These services are available to participants at the reduced charges set forth below.

Court costs and other expenses incurred are additional and the responsibility of the participant.

Service Charges (Rates)

	Market Rate	PLAP Rate
Misdemeanors (State)	$5,000	$2,500
Felonies (State)	$10,000	$5,000
DUI and other criminal traffic violations	$5,000	$2,500
Other matters	$300/hour	$100/hour

Excluded Legal Services

The Prepaid Legal Assistance Plan does not provide legal services in the following instances:

- Any matter requiring practice before a Federal Bankruptcy Court
- Any case in which defense is provided through an insurance policy and/or as an incident to employment or covered by the Broward County PBA's counsel
- All legal matters pending or accrued prior to the participant's eligibility for PLAP benefits
- All matters involving taxes
- Any matter which would constitute a conflict of interest by the firm of Michael Braverman, P.A.