

PBLC LEGAL DEFENSE PLAN

DESCRIPTION OF BENEFITS, LIMITATIONS and RESTRICTIONS As Amended December 15, 2001

I. Definitions

A.	<u>Board</u>	The Board of Directors of the PBLC.
B.	<u>Board Member(s)</u>	The full time sworn Illinois peace officer(s), serving as board member(s) of the PBLC.
C.	<u>Case of General Importance</u>	Matters of general importance and significance otherwise outside the scope of the LDP.
D.	<u>Chairman</u>	The full time Illinois peace officer, acting as Chairman of the PBLC Board of Directors.
E.	<u>Chief Legal Advisor</u>	The attorney authorized by the board as the primary representative of the PBLC.
F.	<u>Critical Event</u>	The use or attempted use of deadly force by a peace officer during the commission of his official duties.
G.	<u>Department Head</u>	The primary administrative officer of an organization, including a Chief of Police, Sheriff, Marshall and their assistants or a person(s) acting as an interim of the same.
H.	<u>Field Representative</u>	Any employee of the PBLC who is not an attorney.
I.	<u>LDP</u>	The Legal Defense Plan.
J.	<u>Legal Defense Plan</u>	The contract for services set forth herein by this contract.
K.	<u>Member Association</u>	The certified union or sponsoring organization of a particular group of Illinois peace officers.
L.	<u>Moonlighting</u>	Employment by non governmental employers as a security officer or other similar duties.
M.	<u>Notice</u>	The reporting of information as required by this plan description.
N.	<u>Outside Attorney</u>	An attorney authorized by the LDP and retained to perform a finite legal service(s).
O.	<u>Participant</u>	A full time Illinois peace officer, either male or female, in good standing with the PBLC, who is eligible for benefits subject to the terms and limitations set forth herein.
P.	<u>PBLC</u>	The Policemen's Benevolent Labor Committee.
Q.	<u>Plan Attorney</u>	An attorney employed either full time or on an ongoing per diem basis by the PBLC.
R.	<u>Probationary Participant</u>	A participant that is classified as a probationary employee by his employer.
S.	<u>Revocation</u>	The revocation/cancellation of services provided to a participant.
T.	<u>Scope of Employment</u>	Actions or omissions by a qualified participant of the LDP, which are typical of and associated with the duties of Illinois peace officers, as determined by the Board and Chief Legal Advisor.
U.	<u>S/he</u>	A female and/or a male.

II. Introduction

Recognizing the need for specified legal coverage for sworn police officers in the State of Illinois, members in good standing with the PBLC 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 dues from our participants in order to hire qualified attorneys and other legal advisors for our members, when they are the target of an internal investigation, criminal investigation or other qualified case of general importance as deemed by the sole discretion of the Board. However, 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 Chief Legal Advisor of the PBLC represents the Board of Directors or the Chairman 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 PBLC employees, PBLC board members or the PBLC Chairman are not authorized and will not be binding on the PBLC board or the LDP. No implicit or explicit promises for benefits not specifically set forth in this LDP 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 LDP, the Board expressly reserves the right, in their sole discretion, at any time and from time to time, to amend, modify or terminate the LDP. 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 LDP, provided the LDP pays for approved services previously rendered.
- 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

1) Subject to the limitations and exclusions set forth in this LDP contract document, a participant is entitled to benefits provided under the LDP, as described herein.

- a) Representation at discipline and discharge proceedings at arbitration, before the Police Board, Police & Fire Commission or Civil Service Commission.
- b) Representation at and during internal investigation interviews.
- c) 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 police duties.
- d) Initial consultation and advice in civil rights violation cases including referral to a reputable civil rights attorney to represent the member at a discounted rate.
- e) Cases of general importance as defined in this LDP.
- g) Other specified expanded legal services if, subject to restrictions delineated in this LDP, 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.

2) CLAIMS PROCEDURES

(1) Participant's Duty to Notify Chief Legal Advisor of Claim

A Participant shall be obligated to notify the Chief Legal Advisor, or his 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, Labor Representative, PBPA or PBLC personnel, the personnel of another sponsoring organization or any party other than the Chief Legal Advisor is ineffective to obtain entitlement to benefits unless said person is designated to receive notice by the Chief Legal Advisor. Failure to notify the Chief Legal Advisor shall relieve the Legal Defense Fund of any obligation to provide benefits.

(2) Telephone Hot Line (Emergency)

The Chief Legal Advisor shall maintain a 24-hour-a-day telephone service to respond to Participants' needs for services. The number is **(800) 303-4531 or (217) 523-5141.**

(3) Acceptance or Denial of Claim by Chief Legal Advisor

The Chief Legal Advisor 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 Chief Legal Advisor to Plan Attorney

The Chief Legal Advisor shall refer representation of a Participant who is entitled to benefits to a Plan Attorney. In making such a referral, the Chief Legal Advisor shall, where feasible, select a Plan Attorney who meets the approval of such Participant's Member Association. 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 LDP 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 Chief Legal Advisor.

(5) Dissatisfaction or Non-Cooperation with Panel Attorney or Field Representative

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 Chief Legal Advisor or a Plan Attorney, the Plan shall be free from further obligation to such Participant to provide benefits or otherwise. 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 Chief Legal Advisor 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 Chief Legal Advisor 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:

- (1) The specific reason(s) for such denial;
- (2) Specific reference to the Plan provisions upon which the denial is based;
- (3) 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
- (4) An explanation of the Plan's review procedure with respect to the denial of benefits.

(b) Request for Hearing

(1) Any Participant whose claim has been denied may appeal to the Board to conduct a hearing in the matter, provided that he or she requests the hearing 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 Chief Legal Advisor shall generally consider whether there exists a reasonable likelihood of one of the following:

- a) A favorable statewide impact on PBLC members due to the legal issues presented in the specific case; or
- b) A recovery sufficient to reimburse the LDP 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 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 LDP, the following exclusions shall apply:

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

- 1) **Activities Outside the Scope of Employment:** No benefits shall be provided under the LDP for any claim(s) with regard to any occurrence involving activities outside the scope of employment of a participant.
- 2) **Employment Practices:** No benefits shall be provided under the LDP for any action brought by a participant arising out of any alleged or actual violation of, nor covered by the provisions of:
 - a) the Equal Employment Opportunity Act;
 - b) the Age Discrimination in Employment Act;
 - c) the Americans With Disabilities Act;
 - d) the Employee Retirement Income Security Act;
 - e) the Fair Labor Standards Act;
 - f) the Labor Management Relations Standards Act;
 - g) the Occupational Safety and Health Act;
 - h) the Veterans Reemployment Act;
 - i) 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;
 - j) 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 counties, districts, townships, cities and municipalities which are similar to the above-described statutes.
- 3) **Superannuating:** No benefits shall be provided under the LDP to obtain, protect, preserve or set aside pension or retirement benefits including disability retirement benefits, under any federal, state, county or city pension retirement system.
- 4) **Internal Dissonance:** No benefits shall be provided under the LDP in any matter where the adverse party is the Policemen's Benevolent & Protective Association of Illinois or the Policemen's Benevolent Labor Committee or any local affiliates thereof.
- 5) **Civil Service Disputes:** No benefits shall be provided under the LDP 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.
- 6) **Retirement Benefit Disputes:** No benefits shall be provided under the LDP for any action to obtain, protect, preserve, or set aside pension or retirement benefits or retirement benefit determinations, including disability retirement benefits, nor decisions relating to any of these, under any federal, state or other governmental system.
- 7) **Worker's Compensation:** No benefits shall be provided under the LDP for any action within the jurisdiction of the Illinois Industrial Commission; nor for any action to obtain, protect, preserve, or set aside worker's compensation benefits, industrial or non industrial disability benefits of a like or similar nature; or for any benefits payable under or because of an industrial injury, illness, disease, or death, whether by contact or otherwise arising out of any provision of a state Worker's Compensation Act or any similar federal, state, county, city or county ordinance, law, resolution regulation or any issue of insurance.
- 8) **Punitive and other Damages:** No benefits shall be provided under the LDP 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.

- 9) **Bonds:** No benefits shall be provided under the LDP to cover the cost of bail bonds, appeal bonds or other bonds.
- 10) **Fines and Penalties:** No benefits shall be provided under the LDP to cover any monetary fines, fees, settlements, court costs or other costs levied against a participant by any judicial, semijudicial or administrative entity.
- 11) **Breach of Employment Contract:** No benefits shall be provided under the LDP related to any proceedings brought against a participant for a breach of an agreement with his or her employer to remain employed.
- 12) **Breach of Educational Reimbursement Contract:** No benefits shall be provided under the LDP 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, i.e. Northwestern SPSC 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.
- 13) **Opposing Party Awards:** No benefits shall be provided under the LDP to cover the attorney's fees or costs of an opposing party awarded against a participant in any action.
- 14) **Communicable Diseases:** No benefits shall be provided under the LDP related to claims arising out of the actual or alleged transmission of communicable diseases.
- 15) **Health Conditions:** No benefits shall be provided under the LDP related to proceedings involving the health condition of a participant including physical and psychological conditions.
- 16) **Peer Review:** No benefits shall be provided under the LDP 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.
- 17) **Electronic Communications:** No benefits shall be provided under the LDP for claims arising out of the inappropriate use of e-mail, a Mobil Data Terminal (MDT) or similar communications device, by a participant.
- 18) **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.
- 19) **Effective Date:** Legal services will not be provided for any actions or proceeding 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 LDP, the following limitations shall apply:

- 1) **Geographical Scope of Coverage:** If a proceeding, whether judicial, administrative, arbitration or otherwise, occurs outside the State of Illinois, the Board, in its sole discretion and in a nondiscriminatory 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.
- 2) **Non-Cooperation or Misrepresentation by Participant:** No benefits shall be provided under the LDP to a participant who is untruthful to, or does not fully cooperate with, the attorney provided to the participant by the LDP, a field representative of the LDP, the Board or the Chief Legal Advisor of the LDP. In such cases, the right of the participant to benefits provided by the LDP shall terminate, as will the obligation of the LDP to provide such benefits. Furthermore, if benefits have been provided to a participant based upon misrepresentation(s) by the participant to the LDP or any of its representatives assisting the participant, the LDP shall be entitled to obtain reimbursement from the participant for the full amount of financial expenses incurred by the LDP for services, fees and costs (including, but not limited to, charges for the time of LDP staff attorneys based on a reasonable hourly fee), expended or incurred by the LDP on behalf of the participant.
- 3) **Injudicious Refusal of an Equitable Settlement Opportunity:** No provision of the LDP shall require the Board, the Chief Legal Advisor, employees of the LDP or other legal advisors paid by the LDP, to continue providing benefits to a participant if the Chief Legal Advisor of the LDP 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.

- 4) **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), attorneys fees, or costs in a case where the LDP provided benefits, the LDP shall be entitled to reimbursement from such participant to the full extent of the expenditures made by the LDP on behalf of said participant. Participants agree to cooperate with the LDP 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 LDP. If a participant has a cause of action against any third party for damages, attorneys fees or costs and said participant does not wish to pursue the action, s/he will, upon request, assign those rights to the LDP to the extent lawfully permissible and assist the LDP in its prosecution of such action against the third party.
- 5) **Death or Incompetency:** In the event a participant dies or is adjudged incompetent, the right of the participant to benefits provided by the LDP shall terminate, as will the obligation of the LDP to provide such benefits, on the date of the death or of adjudication.
- 6) **Principled Professional Conduct:** No provision of the LDP shall require the Board, the Chief Legal Advisor, employees of the LDP or other legal advisors paid by the LDP, to perform any act in violation of any law, or State Bar Rule of Professional Conduct, including but not limited to any rule which provides any organizations or group 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 LDP to represent the participant shall be the client of said attorney. The board, Chief Legal Advisor or other employee of the LDP cannot and shall not infringe upon the attorney's independent exercise of professional judgment in rendering legal services provided by the LDP.
- 7) **Cases Without Merit:** No provision of the LDP shall require the Board, the Chief Legal Advisor, employees of the LDP or other legal advisors paid by the LDP, 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 LDP shall terminate, as will the obligation of the LDP to provide such benefits.
- 8) **Appeals:** No benefits shall be provided under the LDP 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 Chief Legal Advisor of the LDP. 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 PBLC in order to obtain coverage for these events.
- 9) **Court Stenographer:** No benefits shall be provided under the LDP to obtain the services of a stenographer or other professional person hired to record or document legal or semi legal proceedings unless the Chief Legal Advisor, in his sole discretion, authorizes the expenditure of such funds.
- 10) **Transcripts:** No benefits shall be provided under the LDP to obtain transcripts from any proceeding unless the Chief Legal Advisor, in his sole discretion, authorizes the expenditure of such funds. If the transcripts are deemed necessary for an appeal, the LDP 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.
- 11) **Coordination of Benefits:** No benefits shall be provided under the LDP to the extent benefits are furnished to a participant by any other plan, program or policy which provides group legal services to the participant.
- 12) **Retired Participants:** A former participant shall be entitled to benefits in accordance with the LDP 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.
- 13) **Department Heads:** A participant who is a Chief of Police, Assistant Chief of Police, Sheriff, First Assistant Sheriff, Marshal or other Chief (or Assistant Chief) Law Enforcement Officer or Chief (or Assistant Chief) Administrative Officer, shall be entitled to representation in accordance with the LDP only for criminal or administrative disciplinary actions taken against him or her because of his or her personal performance of active law enforcement duties, i.e., when s/he is acting in his or her capacity as a peace officer rather than as an administrator or department head. S/he will not be entitled to benefits of the LDP in relation to any action arising from any act or omission or performance of activities in his or her capacity as an administrator or department head.
- 14) **Decertification Hearings:** No benefits shall be provided under the base LDP to participants for matters, directly or indirectly, associated with decertification hearings at the Illinois State Training Board or the Illinois Labor Relations Board.
- 15) **Moonlighting:** No benefits shall be provided under the base LDP 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 LDP. 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.

16) **Non Authorized Weapons:** No benefits shall be provided under the LDP 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, tazers, 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 weapon or ammunition. 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 LDP.

VIII. Termination of Benefits

1) Settlement Opportunity or Jeopardy -- Benefits may be terminated in the event the Chief Legal Advisor 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.

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

- (1) Voluntary termination of employment of the participant, including resignation; or
- (2) Withdrawal by the member association of its affiliation with the PBLC; 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 LDP; or
- (5) When the participant ceases to participate in the LDP through the Member Association or sponsoring organization 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 PBLC, the PB&PA, a local unit, or litigation against or adverse to any employee of the PBLC, PB&PA, or a local unit, or any affiliated organizations; or
- (7) Failure to remain in good standing with the PBLC.

IX. Miscellaneous

1) **Limitation of Rights:** Neither the establishment of the LDP 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 PBLC, or its officers, employees, agents, participants, PBLC board members or the PBLC Chairman.

2) **Dissatisfaction with LDP Attorney:** Any participant, whom is dissatisfied with the representation of an attorney provided by the LDP shall, in writing, document all matters causing the dissatisfaction and provide the documentation to the Chief Legal Advisor of the LDP. The Chief Legal Advisor 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 Chief Legal Advisor proposes, the participant is free to employ counsel at his or her own expense to represent him or her. The Chief Legal Advisor 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 Chief Legal Advisor is the focus of the complaint, the participant shall, in writing, document all matters causing the dissatisfaction and provide the documentation to the Chairman of the PBLC. The Chairman 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 PBLC Chairman proposes, the participant is free to employ counsel at his or her own expense to represent him or her.

3) **Maximum Expenditures by the LDP:** Subject to approval by the PBLC Board of Directors, no individual participant is entitled to, nor shall s/he expect to receive, benefits totaling more than twenty five thousand dollars (\$25,000.00) per covered incident. Upon approval of the Board of Directors, additional funds may be expended for additional services to participants on a case by case basis.

4) **Other Coverage:** No benefits shall be provided under the LDP 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.

5) **Reasonable and Necessary Expenditures:** The Chief Legal Advisor, 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 Chief Legal Advisor maintains includes, but is not necessarily limited to, determinations with respect to the need for expert witnesses, special testing of evidence and additional investigative requirements.