



January, 2026

An individual's decision to enter into the public service is admirable and deserving of the utmost respect. In the modern landscape, that decision carries consequences for the individual. Among those consequences are the varying ways in which an official's job-related actions and determinations can be scrutinized, second-guessed and challenged. The Commonwealth Fire Officials Legal Defense Fund has been established, effective immediately, to address this rising and pressing need to provide focused legal support for fire chiefs and non-unionized officers and command staff personnel throughout Massachusetts.

Whether the official is in a large, medium or small agency, whether the official is a civil service employee or not, the CFO LDF exists both to provide preventative representation designed to avoid problems from arising and, when complex incidents do lead to such issues, ensure that fire officials are not left to navigate the legal system alone.

The CFO LDF is operational as of January, 2026. Armed with decades of experience representing public safety officials across the Commonwealth of Massachusetts in high-stakes matters of all types, the attorneys of Vigliotti, Gambaccini & Akerson, P.C. have been retained to provide premier legal representation for non-unionized Massachusetts fire officials.

As an additional benefit reserved for members of the CFO LDF, any member of the CFO LDF is entitled to receive discounted legal fees on any legal service provided by Vigliotti, Gambaccini & Akerson, P.C. that is not a matter covered by the CFO LDF. For example, a member of the CFO LDF who wishes to retain the services of Vigliotti, Gambaccini & Akerson, P.C. for work on an employment contract will receive a discount on the legal fees generally

charged. Questions about this added benefit may be directed to the CFO LDF at the below number or email address.

Enclosed please find application as well as terms and conditions information. Applications and payments may be submitted electronically through the registration portal available at cfoldf.com. Alternatively, written applications with checks may be sent to:

Commonwealth Fire Officials Legal Defense Fund
P.O. Box 2348
4 East Central Street
Worcester, MA 01613

Should there be questions, please call the CFO LDF at 508.735.7324 or email info@cfoldf.com.

APPLICATION FOR MEMBERSHIP TO THE COMMONWEALTH FIRE OFFICIALS LEGAL DEFENSE FUND

By submitting this application for membership to the Commonwealth Fire Officials Legal Defense Fund (“the CFO LDF”), I represent that I am an active fire official, of a supervisory rank and in good standing within the fire service of the Commonwealth of Massachusetts and that I am not a member of any union or other collective bargaining group.

I understand that the CFO LDF will begin its operations as of January 1, 2026.

I understand that the annual membership fee for the CFO LDF is set at \$300.00 for 2026. In the event that the annual membership fee changes at any time after 2026, submission of an application or renewal application will serve as my acknowledgment of, and agreement to, the then-current membership fee.

I understand that, for those individuals who are members of the Fire Chiefs Association of Massachusetts, there is a plan in place to permit the FCAM member, at his or her election, to join the CFO LDF and to pay for CFO LDF dues in connection with FCAM membership. As FCAM membership runs on a fiscal year cycle, I understand that, for 2026, CFO LDF membership will begin with six months of coverage, from January, 2026 through June 30, 2026, in order to align CFO LDF membership with FCAM membership. As of July 1, 2026, membership will run on an annual cycle with coverage from July 1st of the then-current calendar year through June 30th of the subsequent calendar year. In short, I understand that I now will be able to join the CFO LDF for a window running through June 30, 2026 and, on or before July 1, 2026, I will be able to join the CFO LDF for a one-year period of coverage, with renewals thereafter processed on a year-after-year basis.

By submitting this application, I agree that I have read, that I understand and that I agree to the established terms and conditions of CFO LDF membership.

I agree that, should my membership in the CFO LDF ever lapse, the CFO LDF will not provide coverage or representation for events that occurred during the period in which I was not a member in good standing of the CFO LDF.

I acknowledge that, once my application has been submitted and approved and I am a member of the CFO LDF, I will not be entitled to any refund or rebate of any membership fee paid in the event that I do not use the services of the CFO LDF or for any other reason.

I understand and agree that there could be circumstances in which a third-party is responsible to indemnify me, reimburse me or otherwise pay for the fees, costs or expenses of my legal representation including, for example, pursuant to an employment contract or the advancement of a frivolous claim. In such an event, I assign my right to indemnification, reimbursement or payment for legal fees, costs or expenses to the CFO LDF and, upon request, will execute any and all documents necessary or convenient to facilitate a recovery by the CFO LDF. If I have a right to pursue any party for legal fees, costs and expenses and do not wish to pursue it, I will, upon request, assign such right of action to the CFO LDF, or its assigns, to the

extent permissible by law and will assist in the prosecution of the action to the extent necessary to pursue the claim.

I also understand that the CFO LDF provides representation to a member for a covered matter and does not provide indemnification with respect to any settlement that I may agree to or for any award or judgment that may be entered concerning me.

I understand that coverage through the CFO LDF begins at the point in time that my application has been submitted and approved and that my membership fee has been received by the CFO LDF. The CFO LDF is not responsible for coverage for any event or incident that occurred prior to my membership with the CFO LDF or at any point in time that I was not a member in good standing of the CFO LDF.

For individuals joining effective in January, 2026 coverage through June 30, 2026 will be \$150.00. Renewals effective as of July 1, 2026 and running through June 30, 2026 will be \$300.00.

For coverage beginning after January 31, 2026 and extending through June 30, 2026, the following will be the membership fee structure to run through June 30, 2026:

February, 2026:	\$125.00
March, 2026:	\$100.00
April, 2026:	\$75.00
May, 2026:	\$50.00
June, 2026:	\$25.00

Please note that coverage does not begin until the membership application has been received and approved and payment has been made.

Online payments will be subject to an additional processing fee. Alternatively, checks can be mailed to:

Commonwealth Fire Officials Legal Defense Fund
P.O. Box 2348
4 East Central Street
Worcester, MA 01613

Questions may be directed to info@cfoldf.com or by telephone: 508.735.7324.

Name (Printed)

Name (signed)

Date

APPLICANT CONTACT INFORMATION

Applicant Name: _____

Department and Work Address: _____

Rank: _____

Home address: _____

Personal Email: _____

Work Email: _____

Business phone or work cell phone: _____

Personal phone (home or cell): _____

COMMONWEALTH FIRE OFFICIALS LEGAL DEFENSE FUND TERMS AND CONDITIONS

Date of Incident: In order to receive the benefits provided by the Commonwealth Fire Officials Legal Defense Fund (“the CFO LDF”), a member must be in good standing with the CFO LDF as of the date of the incident or event and the incident or event must arise out of the member’s performance of official duties.

Legal Services: Subject to verification of being a member in good standing at the time of the incident and that the matter is one that is employment-related, the member is entitled to legal representation by CFO LDF attorneys free of any additional charge in any civil, criminal or administrative action or proceeding that arise out of the course and scope of employment, regardless as to whether the member was technically on- or off-duty at the time of the underlying incident. This benefit also includes any reasonable legal, investigative and advisory services prior to the commencement of any such action or proceeding whenever it appears reasonably probable that such an action or proceeding may be commenced. It also includes any investigative services and fees, expert consultations and fees, costs and expenses of suit and any other cost items deemed necessary by the CFO LDF attorneys for the vigorous defense of the member. In the event that the member consults and/or engages a non-CFO LDF attorney or law firm for a matter that is covered under the terms of the CFO LDF, the CFO LDF is not required to provide legal representation or to pay any legal fees, costs or expenses to the member or to an engaged attorney.

Duty to Cooperate: The member shall cooperate with the CFO LDF attorneys representing him or her and shall, upon request of the attorneys, assist in a timely manner in the conduct and advancement of the defense, including attending meetings or hearings, engaging in discovery, locating witnesses, recovering documents or material or otherwise as instructed or requested by the attorneys in furtherance of his or her defense. Failure to assist the CFO LDF attorneys shall be grounds for the CFO LDF attorneys to terminate the representation of the member and for the CFO LDF to refuse to pay further benefits on behalf of the member for that qualifying incident, and it renders the CFO LDF and its attorneys free from any further responsibility to the member for the qualifying incident. In the event of such a lack of cooperation by the member, and upon receiving notice of such from the CFO LDF attorneys, the member consents to the withdrawal of the CFO LDF any such representation or legal action involving the non-cooperating member.

Appeals: CFO LDF coverage will extend to the defense of a favorable decision or result on appeal, including appeals from an arbitrator, the Civil Service Commission, the state District or Superior Courts or the federal District Court for the District of Massachusetts. While not mandatory, and subject to review and affirmative decision of the CFO LDF attorneys, appeals may be taken from unfavorable decisions or results in those circumstances in which the CFO LDF that there are meritorious reasons to appeal.

Settlements and Judgments: The CFO LDF, as well as any of its individual officers, directors, agents, servants or employees, and the CFO LDF attorneys, or their law firm, shall not be liable in any respect or in any way for any settlement, judgment, damages, interest, attorneys' fees,

costs or expenses or any like component, arising out of the representation of any member enrolled in the CFO LDF.

Conflicts of Interest: In the event that a conflict of interest arises in the course of representation of a CFO LDF member, another firm or attorney shall be assigned by the CFO LDF to represent the member in a covered matter. The CFO LDF shall be the sole and exclusive decision-maker with respect to the selection and retention of another attorney or firm. To the extent that an actual or potential conflict arises that is subject to waiver pursuant to the Rules of Professional Conduct, the member shall consider the advice and recommendation of the CFO LDF attorneys with respect to such matter. Should the member consult with or retain any other attorney on a covered matter, the CFO LDF shall not be responsible for any legal fees, costs, expenses or any other payment and shall have no further or other obligation to the member concerning the matter.

Outside Counsel: The CFO LDF attorneys at all times will be responsible for the defense of members on covered matters. If the CFO LDF attorneys determine that outside counsel is desirable for the defense of the member concerned, the CFO LDF shall select the outside counsel. Before any outside counsel begins representation, the member must execute a waiver absolving the CFO LDF and the CFO attorneys of any responsibility for, or liability flowing from, the employment of the outside counsel, except for payment for services rendered in connection with the covered matter.

Merits of the Case: In the event that any member of the CFO LDF fails or refuses to accept the advice of counsel with respect to the merits of any claim, the member shall be free to retain or to employ other counsel at his or her own expense to represent him or her. In such an instance, the CFO LDF and the CFO LDF attorneys and law firm shall be free from any further responsibility concerning representation on the matter and will not be responsible to the payment of any legal fees, costs or expenses or the payment of any settlement, award, judgment, interest or the like.

Confidentiality: Each member to whom assistance is rendered under this plan is entitled to the same rights and considerations, including the right of confidentiality, to which any other client of an attorney is entitled. That said, by applying for membership with the CFO LDF, a member acknowledges and agrees that his or her situation can be, subject to appropriate redaction of identifying information, used for training purposes or to advertise successful results of the CFO LDF.

Coverage: The determination of the CFO LDF shall be conclusive and shall be final in connection with the determination of any matter or dispute involving the coverage or benefits derived from the CFO LDF. The member, if desired, may submit any written information that he or she wishes to have considered before any such conclusive and final determination is made.