

## ELECTRICAL WORKERS LOCAL 369 BENEFIT FUND

### SUBROGATION AND REIMBURSEMENT AGREEMENT

The undersigned Participant, or the Eligible Dependent or Eligible Beneficiary, in the Electrical Workers Local 369 Benefit Fund ("Fund") has a pending claim for personal injury, products liability, or tort arising out of an injury which incurred on or about the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. The person or persons, corporation or corporations and/or the applicable insurers against whom any claim may be asserted in conjunction with this injury, have at this time denied liability and are withholding payment. The undersigned therefore requests payment from the Fund. The undersigned further understands and agrees that, pursuant to the provisions of the Electrical Workers Local 369 Benefit Plan, if the Fund agrees to make payments for any treatment, service, benefit, or disability because of the injury to, or the death or illness of, the undersigned or an Eligible Dependent for which the undersigned, or the Eligible Dependent or Eligible Beneficiary, may have any lawful claim, demand, or right against any third party or parties (including any insurance carrier) for indemnification, damages, or other payment with respect to such injury, sickness, or death, then the undersigned, or the Eligible Dependent or Eligible Beneficiary, is obligated to subrogate such claim, demand, or right to the Fund to the full and complete extent of all payments made pursuant to the Plan.

In consideration of the agreement to make payments under the Plan for any treatment, service, disability, or death, and in the event the undersigned, or the Eligible Dependent or Eligible Beneficiary, receives any recovery from any third party or parties, whether by suit, judgment, settlement, compromise or otherwise, then the undersigned specifically agrees to reimburse the Fund from the proceeds of such recovery, but not in excess thereof, to the full extent of all monies paid to him or her by the Fund. The Fund is also entitled to offset any pending or future claims against any such recovery, to the extent such recovery exceeds the unreimbursed benefits paid by the Fund or if no benefits have been paid by the Fund.

The undersigned further agrees that the Fund's right of subrogation and/or reimbursement is pro tanto and that the Fund is entitled to first dollar subrogation and/or reimbursement before any proceeds are paid to the undersigned or his/her beneficiary. The "make whole" rule is specifically rejected; the Fund's rights of first-dollar subrogation and/or reimbursement apply regardless of whether the undersigned is made whole or receives a partial recovery and regardless of the characterization of compensated damages or application of the recovery.

The undersigned further agrees that the Fund is under no obligation and has no duty to pay or reimburse to the undersigned or to his/her legal representative any amounts owed or due as attorney's fees or costs of litigation relating to this injury. He/she fully understands and agrees that the obligation herein imposed on the undersigned to reimburse the Fund from any amount of recovery shall include the obligation to reimburse the Fund in full prior to, and in preference to, any reduction or deduction from said proceeds of any recovery paid to the undersigned for any amounts owed or due as attorney's fees or costs of litigation.

In the event the Fund is required to sue to enforce the terms of this Agreement, the undersigned agrees to reimburse the Fund and otherwise make the Fund whole for any attorney's fees and costs expended by the Fund in pursuing litigation or administrative action.

The undersigned confirms, represents and warrants that no settlement or release has been given to or made with any third party and he/she agrees that no settlement will be made or release given in the future without notice to and the written consent of the Fund. The undersigned agrees to take no action which would in any way prejudice the Fund's subrogation and reimbursement rights. In the event the undersigned is represented by counsel, the undersigned further agrees to give notice of this agreement, and a copy thereof, to said counsel.

Dated and signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Witnessed by:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Street Address of Witness

\_\_\_\_\_  
Participant's Social Security Number

\_\_\_\_\_  
City, State, ZIP

\_\_\_\_\_  
Signature of Spouse of Participant

\_\_\_\_\_  
Signature of Eligible Beneficiary