

**PLUMBERS WELFARE FUND, LOCAL 130, U.A.
SUBROGATION AND REIMBURSEMENT AGREEMENT**

Member/Participant: _____

Injured Claimant: _____

Date of Accident: _____

Description of Accident _____

Type of Injuries: _____

Responsible Person: _____

AGREEMENT

As a Participant in the Plumbers Welfare Fund, Local 130, U.A. or the Retiree Medical Plan of the Plumbers Welfare Fund, Local 130, U.A. (collectively referred herein as “the Fund”), you must return this signed Agreement to the Fund office before payment of any claim arising from an accident, injury or illness caused by a third party is made by the Fund. Please send correspondence to:

Fund Administrator
Plumbers Welfare Fund, Local 130, U.A.
1340 West Washington Blvd., Third Floor
(T) 312-226-5000
(F) 312-226-7285

In consideration of benefits paid or payable by the Fund for charges incurred by the Participant or dependent (hereinafter referred to as “Claimant”) or any estate thereof, as a result of the above-described accident, injury or illness, and in consideration of the terms and conditions contained in this Agreement, the Claimant agrees as follows:

1. Reimbursement. In the event any third party is or may be liable for the above-described accident, injury or illness, the Fund shall have a right of reimbursement; and the above-named Claimant shall reimburse the Fund from any settlement, judgment, insurance proceeds, no-fault automobile insurance payments or other recovery, for any and all benefits paid in connection with such accident, injury or illness, up to the amount expended by the Fund on the Claimant’s behalf, or the amount of recovery, whichever is less. The Claimant agrees to waive the make-whole rule and agrees that the Fund has the right of first reimbursement out of any

recovery even if the Claimant is not made whole. The Claimant and his or her attorney agree to waive the common fund doctrine.

2. Indemnity. If the Claimant's attorney agrees to proceed, he or she will be considered to have waived the common fund doctrine. If such attorney pursues a claim against the Fund under the common fund doctrine, the Claimant shall indemnify the Fund for any and all losses, including attorney fees and legal costs, that the Fund suffers as a result of any such claims made against the Fund, including losses occurred as a result of the common fund doctrine.
3. Equitable Lien. The Fund shall have a first priority equitable lien upon any such settlement, judgment, insurance proceeds, no-fault automobile insurance payments, or other recovery received by the Claimant, in the amount of all benefits paid in relation to the accident caused by the third party. Should any money subject to this Agreement be recovered by or on behalf of the Claimant, and such money is transferred to the Claimant, Claimant agrees that such money is a Fund asset and that Claimant is a fiduciary to the Plan with respect to such money, pursuant to Section 3(21)(A)(i) of the Employee Retirement Income Security Act of 1974, as amended. As a fiduciary, the Claimant is required to hold the money in trust on behalf of the Plan and not otherwise spend or distribute the money until the Plan has released its subrogation lien in writing. If the Claimant is a fiduciary pursuant to the foregoing, a failure to comply with this Agreement shall be considered a breach of fiduciary duty and the Trustees may enforce the terms of this Agreement through legal action, offset of benefits, or any other available legal or equitable means.
4. Notice of Recovery. The Claimant or any related estates shall immediately inform the Fund or the Fund's attorney in writing of any legal action or any settlement, judgment, insurance proceeds, no-fault automobile insurance payments or other recovery. The Claimant agrees that he or she has not and will not release or discharge any claim or responsible party, effect any settlement, nor dismiss any legal action against any party (or parties) or its insurer, or any other party who may be responsible for paying damages including any uninsured or underinsured insurance coverage or any other first-party or third-party contract or claim, nor will the Claimant effect satisfaction of any judgment resulting from any legal action, without first notifying the Fund's attorney and tendering to the Fund's attorney the full amount of reimbursement due to the Fund. The Claimant will not take any action or inaction that could prejudice the Fund's right to subrogation reimbursement.
5. Cooperation. The Claimant or any related estates shall cooperate fully with the Fund and/or the Fund's attorney in connection with the exercise of the Fund's rights under this Agreement and the Fund's plan document, and shall do nothing to prejudice such rights. Such cooperation includes submitting all documents requested or required by the Fund in a timely manner.

6. Costs of Recovery. Except as otherwise expressly provided in this Agreement, the Fund will not pay fees or costs incurred in connection with any such recovery unless the Fund shall have agreed in writing to pay a portion of those fees or costs.
7. Remedies. In the event that reimbursement is not made as provided in this Agreement or in the Fund's plan document, the Fund has the right to withhold any future benefits to which the Participant, Claimant or any estate thereof shall be entitled to receive, until the Fund has been reimbursed. In the event that the Claimant or estate fails to timely inform the Fund of any recovery, the Fund shall have a right of reimbursement from the Claimant or any estate thereof, for any and all benefits paid and for costs of suit including payment of reasonable attorney fees, regardless of the amount of the actual recovery. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing, at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.
8. Alteration. No alteration or modification to this Agreement shall be valid unless made in writing and signed by both parties.
9. Waiver. No waiver of any of the terms of this Agreement shall be valid unless set forth in writing, signed by the party against whom such waiver is asserted.
10. Expenses of Enforcement. In the event any legal action is necessary to enforce any provision of this Agreement, the prevailing party shall recover from the other party all reasonable costs and expenses, including, but not limited to, reasonable attorney's fees and other legal fees incurred by the prevailing party in connection with such legal action.
11. Successorship. This Agreement shall be binding upon and inure to the benefit of the Fund and its successors and assigns. The Claimant may not assign his or her rights or delegate his or her duties under this Agreement. This Agreement shall be binding upon the Claimant's heirs, executors, administrators, attorneys, and legal representatives; and this Agreement shall be binding upon the heirs, executors, administrators, and legal representatives of the Claimant's estate, if any, to whom or for whom benefit payments are made.
12. Interpretation. The parties to this Agreement expressly agree that this Agreement shall be interpreted and construed in accordance with its fair meanings, and not strictly for or against either party.
13. Severability. If any provision of this Agreement is adjudged by any court of appropriate jurisdiction to be void or unenforceable in whole or in part, such provision may be severed or modified to the extent necessary to make this Agreement legal and enforceable as so severed or modified, and the remaining

portion of this Agreement shall remain in full force and effect.

14. Notices. All notices provided for or permitted in this Agreement shall be in writing and shall be delivered personally or sent by United States certified or registered mail, return receipt requested, directed to the parties at the addresses set forth below their respective names on the signature page of this Agreement. Any party may change the address to which notices are to be sent by so notifying the other parties in writing as set forth above.

15. Legal Action. The Claimant agrees with the Fund that if the Claimant does not prosecute a claim or attempt to recover for the Claimant's injuries as a result of this occurrence, then the Claimant does hereby authorize the Fund, at its option, to bring a suit or claim in the Claimant's name, place or stead, against any responsible third party or against any uninsured or underinsured insurance coverage or any other first-party or third-party contract or claim to recover any amounts paid by the Fund on the Claimant's behalf.

The Claimant understands and agrees that failure to notify, cooperate, and reimburse the Fund as required by this Subrogation Agreement and Plan provisions may result in legal action against the Claimant by the Trustees and may cause the Fund to withhold future benefits, if any, to reimburse the Plan for amounts which should have been recovered under this Subrogation Agreement.

Date: _____

Member
Signed: _____

Member's/Claimant's
Attorney: _____

Address: _____

Date: _____

Signed: _____

Phone Number: _____

Injured covered Dependent, or Guardian (if applicable):

Date: _____

Signed: _____