

**I.B.E.W. LOCAL NO. 456 WELFARE FUND**  
**REIMBURSEMENT AND SUBROGATION**  
**CONSENT TO LIEN FORM**

1. If you or your dependent have the opportunity to recover monies in connection with an illness, injury, accident, occurrence, condition or other loss for which Fund benefits are payable, through a claim against any third party, the Fund has a lien against, is subrogated to, and has the right to reimbursement from such monies up to the full extent of benefits paid by the Fund. A "claim against any third party" includes, but is not limited to, a claim of any type whatsoever, whether the claim exists or may exist, or the monies are or may be recovered, from a third party through a claim, lawsuit, settlement, insurance policy or pool, uninsured or underinsured motorist or other policy or pool, governmental or private right of recovery, Workers Compensation or disability award or order, judgment, no-fault program, or personal injury protection, financial responsibility, medical benefit reimbursement insurance coverage not purchased by you, by compromise, or in any other way from any third party, person, agency, organization or fund of money.
  
2. The Fund is entitled to its full lien and its full recovery of the total amount of benefits which are payable, regardless of the amount of monies paid or awarded to you by the third party, even if those monies are less than the full amount which you do seek or could seek against the third party, regardless of whether the monies are or are described as for medical expenses, and regardless of how they are described or what they are for, and regardless of whether full compensation from the third party is obtained or available. The Fund's right of recovery shall be a prior lien against any proceeds recovered by the participant or dependent, which right shall not be defeated or reduced by the application of any so-called "Make-Whole

Doctrine,” “Rimes Doctrine,” or any other such doctrine purporting to defeat the Fund’s recovery rights by allocating the proceeds exclusively to non-medical expense damages. No reduction of the Fund’s full right to recover the total amount of Fund benefits is effective without the Fund’s written consent. The Fund retains the sole and final discretion to decide whether and in what case such consent will be granted, if requested. The Fund has a constructive trust over, an equitable right to, and lien with regard to, any monies received by a participant or beneficiary and his or her attorney or representative from a third party.

3. This provision applies to any type of payment, which in any way arises from or in connection with the illness, injury, accident, occurrence, loss or condition, whether or not the payor caused or is legally responsible or liable for it. It is applicable regardless of whether such liability or responsibility is or is not denied or is in dispute.
4. The Fund has sole and final discretion to determine whether to assert its rights under this provision as a lien, through subrogation, or through reimbursement, to advance payments of benefits and require repayment, or through any combination or variation of these methods. The determination of which method(s) will be used in a particular case will be made to protect the interests of the Fund and its participants, is in the Fund’s sole and final discretion.
5. If any claim exists or may exist by you or your dependent against any third party, you must notify the Fund within 30 days of the date such claim becomes apparent in writing, stating the name, address, telephone number and basis for the claim against the third party, and the name, address and telephone number of the attorney, representative or other agent handling the claim on behalf of you or your

dependent. You must also notify the third party and its counsel or representative in writing of the Fund's lien at the same time that you assert your claim against the third party.

6. You, your dependent, and any attorney, representative or agent who is representing you in connection with any claim against any third party, are required to sign a written statement provided by the Fund saying that they acknowledge, agree to and will adhere to the Fund's lien, right of subrogation and reimbursement and this provision of the Plan. The existing form, which the Fund requires you and any such attorney to complete, includes this entire provision and is set forth below. The Fund may modify this form at any time without further notice, in its sole and exclusive discretion, and will provide you with a copy of any new or revised form to be executed and returned to the Fund within 10 days of notification. The Fund also may, in its sole and final discretion, require you, your dependent and any such attorney, representative or agent to execute such other documents the Fund deems necessary, helpful or appropriate to protect the Fund's rights under the provision. You may also be required to permit the Fund to intervene in any proceeding, and you may be required to file a lien or Consent to Lien, assignment or other such forms, to protect the Fund's interests. Failure to procure said forms will not preclude the Fund from enforcing its rights under this Reimbursement and Subrogation provision.
  
7. The Fund may withhold or suspend payment of any, or all benefits in case a claim against any third party exists pending reimbursement, pending guaranteed recognition of the Fund's reimbursement, or pending court order, as the Fund may decide in its sole and final discretion. If you, your dependent, attorney, representative or agent fail or refuse to cooperate with this provision and with the

Fund's rights by disputing the Fund's lien, fail to advise the Fund of the status of the claim against the third party, withhold necessary information, fail to execute the Consent to Lien form described above, or in any other way interfere with the Fund's rights, the Fund will withhold, suspend and exclude payment of any benefits which would otherwise be payable under the Plan. This is a specific exclusion and limitation of the Plan, and is in addition to any other legal rights, which the Fund may have, or any other action the Fund may take to protect its rights.

8. You, your dependent, your attorney, a representative or agent must advise the Fund as to the status of any claim against any third party, including providing the Fund with information as to the third party, insurers, lawsuits or any other data related to the claim or to the existence of a claim. Such information must be provided at the initiation of the claim, every 3 months thereafter, whenever a settlement is proposed, and whenever requested by the Fund.
  
9. No claim against any third party may be settled or resolved, and no payment may be accepted from any third party, without the written consent of the Fund. You and your attorney agree to include the Plan's name as co-payee on any and all settlement drafts. Alternatively, you, your dependent, your attorney, representative or agent agree to hold in an attorney trust account for the Fund's benefit the portion of the total recovery from any third party that is due for benefits paid or payable by the Fund on your behalf. The monies held in the trust account shall remain in escrow and shall not be released until the Fund receives full satisfaction of its lien and right to reimbursement and provides written consent for the release of the monies. Unless and until the Fund has received full reimbursement, no monies from or through a third party may be distributed to you, your dependent, your attorney, representative or agent without the Fund's written consent, and these

monies are, to the extent of benefits payable or paid by the Fund, assets of and debts owed to the Fund. The Fund's decision on whether to grant or withhold its consent is a final decision, made in the sole discretion of the Fund. You, your dependent, your attorney, representative, and/or agent will be personally liable if the monies subject to the Fund's lien and right to recovery are not held in an attorney trust account; released without the Fund's written consent; or dissipated on non-traceable items, such as debt obligations.

10. The Fund may, by written notice given to you, require that any other person comply with this provision, in order to secure the Fund's rights in the exercise of its sole and final discretion.
11. Full cooperation with this provision is a condition to payment of any benefits under this Plan. In case of any failure to cooperate, or violation of this provision, you, your dependent, attorney, representative or agent will be liable to the Fund for full reimbursement and for its loss, including attorney fees, costs, interests and fees for collection.
12. This provision covers not only you as participant, but also your dependents, spouses, attorneys, representatives, agents and their heirs, guardians, executors, successors and assignees.
13. No other liens may be superior to the Fund's lien or rights under this provision. The Fund's right to full reimbursement of its lien shall not be reduced or diminished by the court costs, attorney's fees, expert fees, discovery costs, or any other costs or fees incurred by you or your dependent arising from a third-party lawsuit or action. The Fund may in its discretion and in an appropriate case, agree to a

reduction of its lien for the payment of attorney's fees and costs of a legal proceeding, if all terms of this provision have been and are being observed. However, no participant or dependent shall incur any expenses on behalf of the Fund in pursuit of the Fund's right hereunder, and specifically no court costs or attorney's fees may be deducted from the Fund's recovery, without express written consent of the Fund. This right shall not be defeated by any so-called "Fund Doctrine," "Common Fund Doctrine" or "Attorney's Fund Doctrine."

14. Any disputes arising under or in connection with this Section, including disputes over liens, their amount, reimbursement or withholding of benefits, or reductions or compromises in the Fund's lien shall, if not resolved with the Fund Administrator, be taken up in accordance with the procedure for disputed claims contained in this Summary Plan Description (SPD) including appeal to and review by the Fund Board of Trustees as set forth in this SPD. The Board of Trustees may delegate a Committee of its members to decide upon such disputes. Wherever the discretion of the Fund is noted in this Section, it refers to the discretion of the Fund personnel and the Board of Trustees or its delegated Committee.
15. Form for lien. The above provisions followed by this language must be executed as described above.

I HEREBY ACKNOWLEDGE, AGREE TO AND WILL BE BOUND BY THE ABOVE  
“REIMBURSEMENT AND SUBROGATION” PROVISION OF THE PLAN OF BENEFITS OF  
THE I.B.E.W. LOCAL NO. 456 WELFARE FUND.

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Name of Participant

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Name of Representative, Attorney or Agent

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Address

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Address

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Signature \_\_\_\_\_ Date \_\_\_\_\_

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Signature \_\_\_\_\_ Date \_\_\_\_\_

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Name of Dependent (if applicable)

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Address

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Signature \_\_\_\_\_ Date \_\_\_\_\_