Michigan Conference of Teamsters Welfare Fund

Serving Teamster families since 1949

2700 Trumbull Avenue, Detroit, Michigan 48216
(313) 964-2400
www.mctwf.org

Executive Director
Kyle R. Stallman

UNION TRUSTEES
Paul H. Harrison
Todd W. Lince
Kevin D. Moore
Gregory W. Nowak

EMPLOYER TRUSTEES
Raymond J. Buratto
Jennifer L. Dymora
Robert W. Jones

MICHIGAN CONFERENCE OF TEAMSTERS WELFARE FUND
ASSIGNMENT, SUBROGATION AND REIMBURSEMENT AGREEMENT
(WORK RELATED)

The undersigned participant (the "Claimant") hereby applies to the Michigan Conference of Teamsters Welfare Fund (the "Fund") for benefits that have been denied by Claimant's employer and/or its worker's compensation insurance carrier and Claimant has reasonable cause to believe the injury or illness was sustained within the course of Claimant's employment.

1. General Information.

Claimant's Name:_____

Social Security Number:_____

Address:_____

Telephone Number: _____

Claimant's Attorney's Name:_____

Address:_____

Telephone Number: _____

Employer:_____

Address:_____

Telephone Number: _____

Date of injury or illness:_____

Please note: Employee's Report of Claim Form filed by Claimant and the Notice of Dispute Form (or similar documents) filed by Claimant's employer or the employer's insurance company must be provided to the Fund before claims will be paid based on this Agreement.

2. Representations. Claimant represents and acknowledges the following:

a. Claimant's employer, and/or its worker's compensation insurance carrier, has refused to pay Claimant's disability, hospital, medical, and/or dental expenses or has discontinued the payment of such expenses. Therefore, Claimant has filed a Report of Claim Form or other petition with a worker's compensation agency against his or her employer.

b. Claimant has received a copy of this Agreement and has had the opportunity to consult with an attorney as to those matters set forth herein.

c. It is Claimant's sole responsibility and obligation to pursue the worker's compensation claim, unless the Fund believes that it would be frivolous to do so based on the likelihood of any significant recovery

3. Assignment Under Worker's Disability Compensation Act.

To the extent of the benefit payments made on Claimant's behalf by the Fund under this Agreement, Claimant irrevocably assigns to the Fund all rights of recovery arising from this injury or illness. This assignment includes any amounts recovered by Claimant under any worker's disability compensation act. This assignment applies to all amounts recovered, whether by redemption, award, trial, voluntary payment, arbitration, mediation or any other alternative dispute resolution or otherwise.

4. Third-Party Subrogation Rights.

To the extent of the benefit payments made on Claimant's behalf by the Fund under this Agreement, Claimant subrogates to the Fund all of Claimant's rights, claims and interest in any claim that Claimant may have against any source arising from this injury or illness and authorizes the Fund, at its discretion, to sue, compromise or settle in Claimant's name all such claims and to execute releases, endorse checks or drafts paid in settlement of such claim in Claimant's name, with the same force and effect as if Claimant executed or endorsed them. Claimant agrees to cooperate fully with the Fund in the prosecution of such claims and testify at the Fund's request.

5. Reimbursement.

Provided the Fund has not received an amount to which it has agreed in satisfaction of its lien rights, the Fund shall have the following reimbursement rights:

a. To the extent of the benefit payments made on Claimant's behalf by the Fund under this Agreement, Claimant agrees that any recovery from any source belongs to the Fund and shall be deemed an asset of the Fund. Therefore, any monies received by Claimant, Claimant's heirs, executors, administrators, assigns, personal representatives, attorneys, or anyone else acting by, through or on Claimant's behalf, in any way related to the aforementioned injury or illness, shall be held in trust for the benefit of the Fund. Claimant shall pay to the Fund immediately upon receipt of such recovery any unsatisfied portion of the Fund's lien.

b. Claimant shall be personally liable to reimburse the Fund for any unreimbursed benefit payments in the event that (i) Claimant fails to pursue the worker's compensation claim in violation of Paragraph 2(c); (ii) Claimant fails to obtain prior Fund approval to a settlement in violation of Paragraph 6(a); or (iii) Claimant refuses to satisfy the Fund's lien in violation of Paragraph 5(a).

c. The Fund shall have the right to deduct the amount of any unreimbursed benefit payments from any future benefits payable by the Fund to or on behalf of Claimant or to or on behalf of the participant (if other than the Claimant), or any other covered dependent of the participant, now or in the future. This includes all benefits payable by or on behalf of the Fund.

d. In the event the Fund incurs any legal fees, or collection fees or costs in the enforcement of any of its rights hereunder, the Fund shall be entitled to reimbursement of such by Claimant.

6. Claimant's obligations.

a. Claimant will notify the Fund of the date and location of any settlement conference, mediation, pretrial, trial, redemption or other hearing with respect to the worker's compensation claim and any other third party action that Claimant may pursue based on this injury or illness, at least thirty (30) days prior thereto. Any settlement of the worker's compensation claim or a lawsuit against a third party with respect to which the Fund claims an interest requires prior written approval by the Fund. Claimant will not include in any settlement a provision for payment of any amounts to any individual, institution or trust unless such settlement provides for payment to the Fund of any amount to which it has agreed in full satisfaction of its lien rights.

b. Claimant agrees to sign any additional documents that the Fund deems appropriate in order to accomplish the objectives of this Agreement, including but not limited to the execution of the Fund approved HIPAA Authorization to Release form for disclosure of protected health information. Claimant hereby authorizes the Fund to release and deliver to Claimant's attorney, or any other designated representative, any and all medical information, files, documents, payment records or other related data in the possession of the Fund, or its agents, relating to Claimant.

c. Claimant shall provide the Fund with information when requested. Specifically, Claimant shall provide the Fund with a copy of all papers as they are received by Claimant or Claimant's attorney regarding the worker's compensation claim, including any hearing or scheduling notices and any of the following worker's compensation agency forms (or similar documents):

Employer's Report of Injury Form
Employee's Report of Claim Form
Notice of Dispute Form
Application for Mediation or Hearing
Agreement to Redeem Liability
Redemption Order
Worker's Settlement Statement
Voluntary Payment Form

Claimant shall provide the foregoing information to:
Michigan Conference of Teamsters Welfare Fund
Attn: Benefit Recovery Department
2700 Trumbull Avenue
Detroit, MI 48216

d. Claimant shall cooperate with the Fund in the enforcement of the Fund's rights, and will do nothing that may prejudice such rights.

e. Failure to comply with any of the obligations set forth in this Agreement may result in suspension or termination of benefits hereunder.

7. General provisions.

a. The Fund has a valid and enforceable exclusion in its Summary Plan Description wherein the Fund has no obligation to pay any benefits for injuries or illnesses arising out of or in the course of Claimant's employment. The payment of benefits hereunder is purely voluntary and the Fund retains the right to discontinue benefits hereunder. However, as administered by the Plan, in the event a Workers' Compensation claim is deemed non-compensable by the decision of a Magistrate or any appeal thereof, in such event, MCTWF's work related exclusion ("… injury or Illness arising in the course of employment that is Covered under any workers' compensation or occupational disease law or other state law or other insurance…"; see Part 1 of the Summary Plan Description) would no longer apply.

b. The rights of the Fund to assignment, subrogation and reimbursement as provided in this Agreement are not subject to the common law doctrine known as the "make whole" rule, or any related doctrines whereby Claimant would have a right to be made whole. The assignment, subrogation and reimbursement rights provided herein grant the Fund a first priority claim against all amounts paid by or recoverable from any source, even if such amounts constitute only a partial recovery and are insufficient to compensate Claimant for all damages sustained. Such first priority shall apply regardless of how such damages may be characterized.

c. Any litigation brought by the Fund pursuant to this Agreement shall be commenced in the circuit court for the County of Oakland, State of Michigan or in the appropriate lower district court in said county, or in the U.S. District Court for the Eastern District of Michigan, and the parties hereby consent to such personal jurisdiction.

d. This Agreement shall be binding on Claimant's heirs, executors, administrators, assigns, personal representatives, attorneys, or anyone else acting by, through or on Claimant's behalf. Further, this Agreement shall be applicable to any and all amendments and supplements to the Report of Claim Form or other petition that Claimant files with any worker's compensation agency.

e. In the event that any provision of this Agreement is held to be void or voidable, or unenforceable for whatsoever reason, the remaining provisions of this Agreement shall remain in full force and effect to the greatest extent possible.

f. The Fund shall be entitled to recover 100% of the amount paid to or on behalf of Claimant. The Fund does not have any financial responsibility with respect to the cost of legal services or other costs in connection with Claimant's claim(s), except as may be expressly agreed by the Fund's Executive Director on a case-by-case basis.

g. If Claimant is legally married, the Claimant's spouse must sign this Agreement evidencing his or her agreement to all the terms stated herein. If Claimant is not the participant, the participant and his or her spouse must sign this Agreement evidencing their agreement to all the terms stated herein.

h. The validity, interpretation, construction and enforcement of this Agreement shall be governed and controlled by the laws of the State of Michigan, to the extent not preempted by applicable federal law.

i. Recovery by the Fund of benefits paid on Claimant's behalf as provided herein has no impact on benefits previously paid by the Fund, and there will be no adjustment to such benefits for any purpose, including all benefit eligibility and limitation provisions per Claimant's Benefit package.

Dated:_____ _____
Signature of Claimant

Dated:_____ _____
Signature of Claimant's Spouse

Dated:_____ _____
Signature of Participant

Dated:_____ _____
Signature of Participant's Spouse

NOTARIZATION

State of _____}
}
County of _____}

On the _____ day of _____, 20___, the above signing party(ies) stated that he/she/they executed this Agreement of his/her/their own free act and deed before me, a Notary Public, in and for said County.

_____
Notary Public