



Warehouse Employees Union Local No. 730 Health and Welfare Trust Fund

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Sparks, Maryland 21152-9451
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8400 Corporate Drive, Suite 430
Landover, Maryland 20785-2361
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Assignment and Subrogation Agreement

This agreement is made between _____ who shall be referred to in this agreement as the "Claimant," and the Warehouse Employees Union Local No. 730 Health and Welfare Trust Fund which has an office at 911 Ridgebrook Road, Sparks, Maryland, 21151-9451 and which shall be referred to in this agreement as the "Fund."

1. The Claimant asserts that the Fund is liable to Claimant pursuant to the provisions of the Health Plan for medical expenses incurred and/or weekly accident and sickness benefits paid following injuries sustained by the Claimant in an accident which occurred on _____, 20____ in the County of _____, State of _____.
2. The Claimant may make a settlement with or proceed in court against a third party or parties (who shall be referred to collectively as "Third Party") alleging that the injury was caused under circumstances which create a legal liability for the Third Party to pay damages to the Claimant.
3. The plan does not provide benefits for any injury to the extent of a recovery by Claimant from Third Party or other person, firm, corporation or entity for claims arising from or relating to the injury to Claimant which is referred above.
4. The Claimant, in consideration for the payment by the Fund of medical benefits and/or weekly accident and sickness benefits arising from his or her injury which constitutes good, valuable and sufficient consideration, does hereby assign, transfer and subrogate to the Fund any and all sums of money received, now due and owing to him or her or later received from a third party or other person, firm, corporation or entity for which is referenced above. Any sums recovered by the Claimant from the Third Party or other person, firm, corporation or entity, either by a judgment or settlement and regardless of whether such sums are designated as reimbursement for medical expenses incurred or anticipated or past or future wage losses as pain and suffering or as any other form of damages shall be applied first to reimburse the Fund. Sums received by judgment or settlement in excess of the amount necessary to reimburse the Fund for all payments made or to be made in the future by the Fund relating to the injury to the Claimant may be retained by the Claimant as his or her sole property. The Fund shall not be responsible for any of the Claimant's attorneys' fees or the cost of the Claimant's litigation, and any sums recovered by the Claimant from the Third Party or other person, firm, corporation or entity, either by a judgment or settlement and regardless of whether such sums are designated as reimbursement for medical expenses incurred or anticipated or past or future wage losses as

pain and suffering or as any other form of damages shall be applied first to reimburse the Fund, without any reduction for attorneys' fees or litigation costs of the Claimant's litigation.

5. Notwithstanding any provisions of this Agreement to the contrary, it is understood and agreed that the Claimant will retain as his or her sole property any monies received or to be received by the Claimant from any source other than the Fund if such monies are received pursuant to a policy of insurance for which the Claimant or any member of the Claimant's immediate family has had premiums. However, this shall not prevent coordination of medical benefits provided by the Fund with benefits provided by any other group health plan covering Claimant.

6. The Claimant authorizes the Fund to claim and receive any amounts hereby assigned, or to which the Fund is subrogated hereby, directly from any party liable to the Claimant and hereby directs such party to make such payment directly to the Fund upon presentation of a copy of this Agreement.

7. The Claimant agrees to notify the Fund promptly in writing if suit is filed by the Claimant or on the Claimant's behalf against any Third Party or other person, firm, corporation or entity. The Claimant also agrees to notify the Fund promptly if the Claimant receives any award as a result of litigation or if the Claimant receives payment from any source whatsoever for claims arising from or related to the injury to the Claimant except as provided in paragraph 5 of this agreement.

8. The Claimant represents that no settlement has been made by the Claimant or on the Claimant's behalf with or release given to any Third Party or other person, firm, corporation or entity against whom a claim may lie in connection with the injury to Claimant and that no such settlement will be made or release given by the Claimant or on the Claimant's behalf without prior notice to and written consent from the Fund.

9. The Claimant agrees to notify the Fund of the name of any attorney retained by Claimant in connection with Claimant's injury and to notify the attorney of the requirements of this Agreement. In the event any attorney retained by Claimant refuses to execute the Statement By Claimant's Attorney which is part of this Agreement, the Fund will pay no further benefits until all of Claimant's claims in connection with the injury have been resolved and the Claimant's recovery has been determined. At that time, the Fund will pay benefits pursuant to the terms of the plan to the extent that such benefits exceed Claimant's gross recovery, if any.

10. The Claimant agrees that if he or she fails to comply with any provision of this agreement that the Claimant shall be responsible for any costs or attorney's fees incurred by the Fund to enforce this Agreement and further agrees to pay interest on any amounts owed to the Fund pursuant to this Agreement at the rate provided in Section 6621 of the Internal Revenue Code. Such interest shall be compounded annually. The Claimant also agrees that the Fund may collect amounts due to the Fund pursuant to this Agreement by offset against future benefits due to Claimant and that such offset may be in lieu of or in addition to any court proceeding by the Fund.

11. If any paragraph, section or clause of this Agreement is held to be illegal by a court of competent jurisdiction, that part of the Agreement shall be without force or effect. All other provisions of this Agreement shall remain in full force and effect.

Claimant's Name _____

Address _____

County of Residence _____

Telephone Number _____

Claimant's Signature _____

Date _____

Statement By Participant

(To be completed if the Claimant is someone other than the Participant).

I state that I am a Participant in the Warehouse Employees Union Local 730 Health & Welfare Fund and that the above named Claimant is eligible for benefits from the plan as my dependent. I have read the Agreement between the Claimant and the Warehouse Employees Local No. 730 Health & Welfare Trust Fund and consent to its terms.

I agree that if any amounts are recovered by or on behalf of Claimant that are required to be paid to the Fund pursuant to this Agreement and such amounts are not paid to the Fund, the Fund may take action against me to collect the amounts recovered by or on behalf of the Claimant. The action by the Fund may include offsetting the amount due to the Fund against future benefits due to me and my dependents until the amount due to the Fund is repaid in full or taking legal action against me. I agree to pay any costs or attorneys' fees incurred by the Fund in its efforts to collect amounts due under this Agreement from Claimant or myself. I agree to pay interest on amounts owed to the Fund pursuant to this Agreement at the rate provided in Section 6621 of the Internal Revenue Code. Interest shall be compounded annually.

Name of Participant _____

Address of Participant _____

Telephone Number _____

Social Security Number of Participant _____

Participant's Signature _____

Date _____

Statement by Attorney Representing Claimant

I acknowledge the terms of the Agreement between the Claimant and the Warehouse Employees Union Local No. 730 Health & Welfare Trust Fund and agree to be bound by its terms in representing the Claimant in connection with any claim related to or arising out of the injury in which is the subject of this Agreement.

Attorney's Name (Please Print) _____

Attorney's Address _____

Attorney's Telephone Number _____

Attorney's Signature _____

Date _____