

## **REIMBURSEMENT AGREEMENT AND CONSENT TO LIEN**

1. I understand that the Iron Workers' Local No. 15 and 424 Extended Benefit Fund ("Fund") is a self-insured employee benefit plan providing health benefits for eligible Participants and their eligible dependents, and that Aetna Life Insurance Company ("Aetna") provides only administrative services to the Fund.
2. I understand that the Fund is not liable for payment of benefits relating to expenses incurred by Participants and their eligible dependents as a result of an accident or injury for which one or more third parties are or may be liable. I agree that if the Fund provides benefits to or on behalf of me or my dependent(s) that result from injuries which are then or later determined to be the legal responsibility of a third party or the basis for a recovery from such third party or any other source including, without limitation, any insurance provider, including any provider of uninsured or under-insured motorist insurance, the Fund and/or Aetna (or any successor to the Fund and/or Aetna) shall have the right to recover the full amount of such benefits paid by the Fund from me or my dependent(s), without deductions or adjustments of any kind, including no deductions or adjustments for attorneys' fees, and regardless of whether such recovery represents a full or partial recovery. The term "benefits" shall include, without limitation, health, hospital, medical and disability benefits. Any monies or funds representing the proceeds of any recovery will not be distributed to me, my attorneys or any other entity until such time that the Fund is reimbursed according to this Agreement.
3. I further agree that I will promptly notify the Fund if I or my dependent(s) make any claim or bring any action against any third party or any other source of compensation or benefits as a result of the injuries sustained, and if I or my dependent(s) obtain any settlement, judgment, award or other recovery from such a third-party claim, or obtain any other recovery whatsoever from any other source, regardless of the characterization of such recovery, I or my dependent(s) will immediately notify the Fund and will reimburse the Fund for the full amount of such benefits, without deductions or adjustments of any kind, including no deductions or adjustments for attorneys' fees or costs. I recognize that the Fund has an equitable right to the proceeds of any such recovery, up to the full amount of such benefits. Such reimbursement will occur within 30 days following receipt by me or my dependent(s) or by an attorney acting on behalf of me or my dependent(s), of the proceeds of such settlement, judgment, award or other recovery. I also agree that if reimbursement is not made within such 30 day period, I or my dependent(s) shall be liable for interest on the amount owed to the Fund at the rate of 1% per month commencing on the 31<sup>st</sup> day following such receipt of the proceeds of such settlement, judgment, award or other recovery, together with all costs, including reasonable attorneys' fees and expenses of suit, incurred by the Fund in collecting such reimbursement. I understand and agree that if I or my dependent(s) receives or becomes entitled to receive a recovery with respect to any third-party claim covered by this Agreement, the Fund is not liable for and will not pay for any additional expenses or charges that relate to such injury or accident. For purposes of the prior sentence, a "recovery" exists if, in connection with a third-party claim covered by this Agreement, a third-party agrees to pay or pays anything of value: (a) to me or my dependent(s), (b) for the benefit of me or my dependent(s), or (c) at the direction of me, my dependent(s) or any other person or entity designated by me, by my dependent(s), or by any representative thereof, and a "recovery" shall also exist in any situation where a decision-maker, including, but not limited to, a judge, administrative judge, mediator or arbitrator, issues a judgment, award, or the like which requires a payment of anything of value to, or for the benefit of, me or my dependent(s).
4. I further agree that, to secure the above rights of reimbursement and any additional interest, costs and attorneys' fees for which I or my dependent(s) may be liable, the Fund shall have a lien against the proceeds of any such third-party settlement, judgment, award or other recovery which shall have priority over all other claims against such proceeds to the maximum extent allowed by law. The lien shall attach to such proceeds immediately upon receipt by me or my dependent(s), or by an attorney acting on behalf of me or my dependent(s), whichever occurs

first, and shall be discharged only by written release executed by the Fund or its authorized representatives or attorneys.

- 5. I further agree and irrevocably direct that any attorney acting on behalf of me or my dependent(s) to obtain any such third-party settlement, judgment, award or other recovery shall be bound by the terms of this Agreement and shall honor the lien and pay over to the Fund so much of such proceeds as are required to satisfy the obligations of this Agreement. The name and address of such attorney, if already retained by me or my dependent(s), is set forth below, I agree to promptly notify the Fund if any new or different attorney is retained at a later time.
- 6. I further understand and agree that, in accordance with the decision of the United States Supreme Court in *FMC Corporation v. Holliday*, 111 S.Ct. 403, 112 L.Ed. 2d 356 (Nov. 27, 1990), the Fund is exempt from Sec. 52-225c, Connecticut General Statutes, as amended, and from any other state laws attempting to regulate health insurers or group health plans, because the Fund is self-insured and because states are not permitted to regulate self-insured group health plans. I agree that this Agreement is valid and enforceable in accordance with its terms. The Fund's rights will not be reduced due to the negligence of me or any covered dependent(s); or due to me or any of my covered dependent(s) not being made whole; or due to attorney's fees and costs; or for any other reason. I agree that this Agreement overrides and supercedes any state law doctrines, including, but not limited to, the "common fund" doctrine, which would purport to require the Fund to reduce its recovery by any portion of the attorney's fees and costs.

Name of Attorney: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Participant

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Dependent Claimant (or guardian acting on behalf of Dependent Claimant)\*

Personally appeared at \_\_\_\_\_, Connecticut, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
the within named \_\_\_\_\_, signer(s) and sealer(s) of the  
foregoing Agreement, who acknowledged the same to be his/her/their free act, before me.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**SEND COMPLETED AGREEMENT TO:** Iron Workers' Locals No. 15 and 424 Extended Benefit Fund  
c/o Ms. Nina Potsakis, Assistant Director  
321 Research Parkway, Suite 210  
Meriden, CT 06450

\* - attached another signature page(s) for any additional Dependent Claimant(s)