

SUBROGATION AND REIMBURSEMENT ACKNOWLEDGEMENT FORM

I acknowledge that I have received and reviewed the Right of Subrogation and Reimbursement section of the Operating Engineers Local #49 Health and Welfare Fund's Plan Document and Summary Plan Description ("the Plan"). Pursuant to the Right of Subrogation and Reimbursement section of the Plan, in the event I recover money from any insurer or third-party as a result of an injury or illness, I acknowledge, understand, and agree to the following:

1. I am a Subrogee as that term is defined in the Right of Subrogation and Reimbursement section of the Plan.

2. The Plan will have a constructive trust or equitable lien on the money I recover, and any money shall be held in trust for the Plan. In the event I fail to hold the money in trust, I fail to direct my attorney to hold such funds in trust, or I in any way adversely impact the Plan's subrogation and reimbursement rights, I understand that the Plan may, at the discretion of its Trustees, pursue all available equitable and legal remedies at its disposal and take any and all action to protect its subrogation and reimbursement rights including denying the payment of benefits, offsetting any future benefits payable under the Plan, and/or recouping any benefits previously paid under the Plan.

3. The Plan shall be reimbursed first to the full extent of its subrogation and reimbursement rights out of any money I recover or that is recovered in any way on my behalf for my injuries or damages, even if this means I am not fully compensated for my injuries or damages.

4. The Plan's subrogation and reimbursement rights apply to all claims I have, regardless of whether I am legally obligated for expenses of treatment.

5. I will not assign any rights or causes of action I, as a Subrogee, may have against a third-party to recover money without the express written consent of the Plan.

6. I will fully cooperate with the Plan and do nothing to prejudice or adversely affect the Plan's subrogation and reimbursement rights. As noted under paragraph No. 2 above, I understand that the Plan may deny the payment of benefits, offset any future benefits payable under the Plan, and/or recoup any benefits previously paid if I do not cooperate with the Plan or otherwise fail to timely respond to the Plan's requests for periodic updates or information regarding the status of my claim.

7. I will promptly advise the Plan Administrator, in writing, of any claim being made against any person or entity relating to an injury or illness for which I receive benefits.

8. The Plan will not be responsible for any attorney's fees or costs incurred by me in any legal proceeding or claim for recovery unless the Trustees agree in writing to pay all or some portion of attorney's fees or costs.

Date

Signature of Claimant or Claimant's Parent,
Guardian, or Legal Representative

Printed Name of Claimant

Attorney Acknowledgment

I have reviewed this Subrogation and Reimbursement Acknowledgement Form and the Right of Subrogation and Reimbursement section contained in the Plan with my client. I acknowledge that the Plan has a constructive trust or equitable lien on the proceeds of any settlement or judgment that I may procure on behalf of the Subrogee. I agree that I will notify the Plan and Fund Counsel promptly (1) of the existence and terms of the settlement or judgment and (2) that I hold funds in which the Plan has an interest in my trust account. I acknowledge and agree that the Subrogee has an obligation under the Plan to cooperate fully with the Plan and that the Subrogee shall not take any action to prejudice or adversely affect the Plan's subrogation and reimbursement rights. I further acknowledge and agree that any amounts recovered on the Subrogee's behalf must be paid to the Plan first, to the full extent of its subrogation and reimbursement rights, and that the Plan's rights are not affected, reduced, or eliminated by comparative fault, contributory negligence, make-whole or common-fund doctrines, or any other equitable defenses.

Date

Signature of Attorney for Claimant

Printed Name of Attorney

Attorney's Email Address

Attorney's Telephone Number