

**CONNECTICUT PIPE TRADES HEALTH FUND
REIMBURSEMENT AGREEMENT AND CONSENT TO EQUITABLE LIEN**

Individuals Covered by Provision

The Fund shall be entitled to subrogation and /or reimbursement of all rights of recovery of a participant, his or her parent(s) and dependant(s) or a representative, guardian or trustee of the participant, parent(s) or dependant(s) (hereinafter, collectively "Claimant").

Claimant agrees that the Connecticut Pipe Trades Health Fund (the "Fund") is a self-insured welfare fund under ERISA which is not subject to the provisions of Connecticut General Statute 52-225c, as amended.

Right to Subrogate

The Fund is subrogated to any and all rights of recovery and causes of action that the Claimant may have against any third party, whether by suit, settlement or otherwise, that may be liable for a Claimant's injury or illness for which the Fund has paid or is obligated to pay benefits on the Claimant's behalf.

Rights to Reimbursement with Source of Funds Specifically Identified

The Fund shall also be entitled, to the extent of payments made or to be made on account of the claim, to the proceeds of any settlement, judgment or payment from any source liable for making a payment relating to the Claimant's injury, illness or condition. A source includes, but is not limited to, a responsible party and/or responsible party's insurer (or self-funded protection), no fault protection, personal injury protection, medical payments coverage, financial responsibility, uninsured or underinsured insurance coverage, an employer under the provisions of a worker's compensation law and an individual policy of insurance maintained by a Claimant.

Rejection of Make-Whole Doctrine

Such subrogation and reimbursement rights shall apply on a priority, first-dollar basis to any recovery, whether by suit, settlement or otherwise, whether there is a partial or full recovery and regardless of whether the amounts are characterized or described as medical expenses or as amounts other than for medical expenses.

Equitable Lien by Agreement

Once the Fund makes or is obligated to make payments on behalf of a Claimant, the Fund is granted, and the Claimant consents to, an equitable lien by agreement or a constructive trust on the proceeds of any payment, settlement or judgment received by the eligible employee or dependant from any source to the extent of payments made or to be made by the Fund on the Claimant's behalf.

Claimant Must Set Aside Funds

The Claimant shall hold in trust for the Fund's benefit that portion of the total recovery from any source that is due for payments made or to be made. The Claimant shall reimburse the Fund immediately upon recovery. The Claimant shall immediately notify the Fund if he or she is involved in or suffers an accident or injury for which a third party may be liable. The Claimant shall again notify the Fund if he or she pursues a claim to recover damages or other relief relating to an injury or illness for which the Fund may make payments on the Claimant's behalf. The Claimant shall do nothing to impair, release, discharge or prejudice the Fund's rights to subrogation and/or reimbursement. The Claimant shall assist and cooperate with representatives the Fund designates, including but not limited to Fund counsel. The Claimant shall do everything necessary to enable the Fund to enforce its subrogation and reimbursement. The Claimant shall immediately notify the Fund upon receiving a judgment, settlement offer or compromise offer and shall not settle or compromise any claims without the Fund's consent.

Failure to Repay in a Timely Manner

Claimant agrees to pay the Fund within thirty (30) days following the receipt of any such recovery. If payment is not made within such 30-day period, then Claimant shall be liable for interest on the amount owed to the Fund at the rate of 1% per month commencing on the 31st day following such receipt of the recovery, together with all costs, including reasonable attorney's fees and expenses of suit, incurred by the Fund in collecting such reimbursement.

Right of Offset

Claimant acknowledges that should Claimant fail to restore the benefits paid by the Fund from any proceeds from the third party or insurer, the Board of Trustees of the Fund may in its discretion decide that all future benefit claims made by Claimant will be offset by the amount advanced by the Fund which is still due owing the Fund.

First-Dollar Recovery

The Funds subrogation and reimbursement rights shall apply on a priority first-dollar basis to any recovery whether by suit, settlement or otherwise, regardless of whether a Claimant is made whole.

Disavowal of Common Fund Doctrine

The Fund's subrogation and reimbursement rights apply to any recovery by the Claimant without regard to legal fees and expenses of the Claimant. The Claimant shall be solely responsible for paying all legal fees and expenses in connection with any recovery for the underlying injury, sickness, accident or condition, and the Fund's recovery shall not be reduced by such legal fees or expenses, unless the Board of Trustees in their sole discretion, agrees in writing to discount the Fund's claim by an agreed-upon amount of such fees or expenses.

The Fund specifically disavows any claims that an eligible employee or dependant may make under any federal or state common law defense including, but not limited to, the make-whole doctrine and/or the common fund doctrine.

Cooperation

The Fund administrator may require the Claimant to complete and/or execute certain documentation to assist the Fund in the enforcement of its subrogation rights including, but not limited to, a subrogation and reimbursement questionnaire and a repayment agreement. The completion and/or execution of any documents requested by the Fund administrator shall be a condition to receiving payment for a claim. Further, the Fund shall have the right to suspend all benefit payments due to a Claimant, the participant of whom a Claimant is a dependent and/or any other dependent of such a participant if the Claimant fails to complete and/or execute such documentation.

Change in law

The law governing equitable liens has been the subject of litigation resulting in changes in interpretations under ERISA. Claimant agrees that should any provision of this Agreement become unenforceable the Claimant agrees to execute a new Agreement or amend to comply with a change in federal law under ERISA.

No changes to the Agreement/Acknowledgement by Attorney

The Reimbursement Agreement and Consent to Equitable Lien must be acknowledged by the Claimant's attorney and must be executed without alteration or any other condition.

By having an attorney sign this Agreement, Claimant requests that such attorney promise to hold any proceeds received as herein described in a constructive trust for the benefit of the Fund and that no distribution of any proceeds be made until arrangements to repay the Fund have been approved by the Fund to the full extent of all benefits paid to the Fund. Therefore, Claimant hereby directs his or her attorney or attorneys holding proceeds on his or her behalf to pay over such proceeds to the Fund. Claimant also hereby directs his or her attorney or attorneys to provide the Fund with any information requested by the Fund regarding status of Claimant's case and any settlement or offer thereof, including providing the Fund with pertinent documents. Claimant agrees to promptly notify the Fund if a new or different attorney is retained at a later time and Claimant agrees to require such new attorney to sign the Agreement.

In the event this Agreement does not contain the signature of an attorney, Claimant represents that he or she does not now have any attorney and does not intend to pursue a claim against a third party. In the event Claimant does not pursue a claim against a third party, Claimant agrees to notify immediately the Fund and require Claimant's attorney to sign the agreement.

Executed this _____ day of _____, 20__

Witness

Participant/Claimant

Witness

Spouse/Claimant

Witness

Dependent Claimant if 18 years or older

Witness

Participant Parent on behalf of Dependent
Claimant less than 18 years old

Date of Injury/Accident

Personally appeared at _____, Connecticut, this _____ day of _____, 200__ the within named _____, signer and sealer of the foregoing Agreement, who acknowledged the same to be his/or free act, before me.

Notary or Commissioner of the Supreme Court

I, _____ represent _____, the Participant,
(Attorney's name) (Client's name(s))

and/or spouse and/or covered dependent(s) in connection with the injury/accident noted above for which a third party may be liable. At the request of my client and as a condition for payment by the Fund of my client's claims and in accordance with the Reimbursement Agreement and Consent to Equitable Lien, I agree to hold any and all proceeds received from the third party or insurer on behalf of my client(s) in an amount equal to the amount the Fund has paid on behalf of my client(s), in constructive trust for the Fund in my attorney escrow account. I also agree not to distribute such proceeds in my escrow account until arrangements to repay the Fund have been approved by the Fund and I have been so notified by the Fund in writing. Further, I agree to promptly provide the Fund with any information requested by the Fund regarding the status of the case and any settlement or offer of settlement, including providing the Fund with pertinent documents.

I acknowledge that it is my client(s) intention that this agreement be binding on my successors and assigns, including any other attorney subsequently retained by the above referenced client(s) with respect to the above referenced accident or injury. By signing this agreement I understand that I am agreeing to be bound by its terms in representing the client(s) in connection with any claim related to or arising out of the injury which is the subject of this agreement. I further understand that by signing this agreement I am agreeing to provide the Fund with notice and information relating to any change in counsel and to provide any other attorney subsequently retained by the above referenced client(s) with a copy of this agreement and to notify such attorney that this agreement is intended to be binding on my successors and assigns.

Signature of Attorney: _____

Name and Address of Law Firm: _____

Telephone and Fax: _____

Email: _____

Instructions: A separate Reimbursement Agreement and Consent to Equitable Lien must be filed for each person receiving benefits from the Connecticut Pipe Trades Health Fund.