

**Teamsters Joint Council No. 83 of Virginia Health and Welfare Fund
Workers' Compensation Benefits Assignment and Appeal Authorization**

Please note: This authorization form does not replace the written appeal you must submit to the Worker's Compensation Commission.

THIS ASSIGNMENT AND APPEAL AUTHORIZATION is made this _____ day of _____, to and in favor of Teamsters Joint Council No. 83 of Virginia Health and Welfare ("the Fund") whose principle place of business is located at 8814 Fargo Road, Richmond, Virginia 23229, by _____ residing at _____, ("the Employee") and provides as follows:

The Fund is an employee welfare benefit plan as defined in the Employee Retirement Income Security Act, Section 3(1), as amended.

The Fund provides certain medical, disability and other benefits for employees and dependents as set forth in its Plan of Benefits ("the Plan").

The Employee is a Participant or Dependent as defined in Section 1.35 or Section 1.15, respectively, of the Plan.

Section 4.1A of the Plan limits benefits payable under the Plan to or on behalf of an employee or dependent for injury or sickness for which such employee or dependent is entitled to benefits under any Workers' Compensation or similar law, except under certain circumstances and conditions stated therein.

The Employee has suffered an injury and/or sickness for which he is, or may be, entitled to benefits under the Workers' Compensation or similar law, but his claim for such benefits has been denied in an initial determination by the administrative agency responsible for administering the applicable Workers' Compensation or similar law.

Therefore, in accordance with Section 4.1A of the Plan, the Fund will pay benefits to and/or on behalf of the Employee in accordance with the schedule of benefits applicable to him under the Plan, until the earliest of the following dates:

1. The Employee's receipt of the maximum amount of benefits payable to him, or on his behalf, under the Plan.
2. The Employee compromises or settles his claim for benefits under the Workers' Compensation or similar law.
3. Workers' Compensation benefits for the injury and/or sickness giving rise to his claim are otherwise commenced.

In accordance with Section 4.1A of the Plan, the Employee covenants and agrees as follows:

1. That the Employee will promptly and timely undertake to exhaust his administrative remedies through the appeals procedure provided in the applicable Workers' Compensation or similar law.
2. That the Employee will promptly and timely advise the Fund of the progress of his appeal, and will provide the Fund with copies of any award, determination, notice or other document affecting his appeal or Workers' Compensation benefits.
3. That the Employee will not compromise or settle his claim for Workers' Compensation benefits without the prior express written consent of the Fund.
4. That the Employee hereby assigns to the Fund the proceeds of: (a) any award to him of Workers' Compensation benefits based on the injury and/or sickness which is the subject of his claim, or (b) any settlement or compromise of his claim for such Workers' Compensation benefits, or (c) any benefits based on the injury and/or sickness which is the subject of his claim otherwise paid to him by his employer, his employer's workers' compensation insurance carrier or any other payor. Any proceeds payable to the Fund

hereunder shall be equal to the lesser of the benefits provided to or on behalf of the employee by the Fund, or the amount of the proceeds received under any award, settlement or other payment described below. In the event any such proceeds are to be paid, the Employee agrees that he will direct his employer, his employer's workers' compensation insurance carrier or other payor, as the case may be, to make payment directly to the Fund, and that should such employer, workers' compensation carrier or other payor fail or refuse to honor such direction, or should this assignment be found to be invalid, the Employee will reimburse the Fund directly. Such reimbursement to the Fund shall be accomplished no later than fourteen (14) business days after such payment, or payments, are received by the Employee, or by any other person or entity of his behalf or for his account.

5. That the Employee hereby authorizes the Fund, in his name and on his behalf, to appeal to any court of competent jurisdiction in accordance with applicable law, any denial of Workers' Compensation benefits by the tribunal of last resort within the administrative agency responsible for administration of the applicable Workers' Compensation or similar law, and prosecute such appeal to the extent which the Fund, in its sole discretion, deems advisable. The Employee further agrees to cooperate with the Fund in the prosecution of any such appeal.
6. That the Employee acknowledges and agrees that his failure to comply with any of the provisions of this Assignment and Appeal Authorization will result in the immediate termination of payment of benefits to him, or on his behalf, by the Fund, and that in the event of any such failure to comply herewith, he shall be liable to the Fund for a sum of money equal to any and all benefits paid to him, or on his behalf, as a result of the injury and/or sickness giving rise to this claim, which said sum shall bear interest at the prime rate of interest of Wachovia Bank, N.A., from and after the date of such failure to comply, plus two percent (2%), and for any expenses, costs, and fees, including reasonable attorney's fees, incurred by the Fund in connection with collection of such sums.
7. That this Assignment and Appeal Authorization shall be binding on the Employee's successors, heirs, assigns and/or legal representatives.
8. As used herein, the masculine form shall be construed to include and mean the feminine, should the gender of this Employee so require.

The Employee has executed this Assignment and Appeal Authorization as of the date first above written.

Employee Signature

State of _____, County or City of _____

This ____ day of _____, _____ personally appeared before me, a notary public in and for my jurisdiction aforesaid, _____ who acknowledged his/her signature to the foregoing Assignment and Appeal Authorization.

My commission expires _____.

Notary Public