

NORTHERN CALIFORNIA TILE INDUSTRY HEALTH AND WELFARE PLAN
(As revised January 1, 2023)

SECOND AMENDMENT

Pursuant to the powers conferred upon them by Section 5.5 of Article V of the Restated Agreement and Declaration of Trust to adopt and from time to time amend, alter or otherwise change the Welfare Plan, the Board of Trustees, acting at its meeting of May 17, 2023, amended the Northern California Tile Industry Health and Welfare Plan as follows, to be effective on the date noted below, and authorized the Chairman and Secretary to authenticate the same by affixing their signatures thereto:

1. Effective September 13, 2022, amend Part 1, Article VIII, Section D, subsection titled "Reimbursement Right" in its entirety to state as follows:

Reimbursement Rights

If you or your dependent has an Injury or Sickness caused or allegedly caused by a Third Party's act or omission:

1. The Plan will pay benefits for that Injury or Sickness subject to its Reimbursement Rights on the condition that you or your dependent (or the legal representative of you or your dependent);
 - (a) will not take any action which would prejudice the Plan's Reimbursement Rights; and
 - (b) will cooperate in doing what is reasonably necessary to assist the Plan in enforcing its Reimbursement Rights.
2. The Plan's Reimbursement Right will be for 100% of benefits paid, regardless of whether or not you or your dependent has received full or any compensation and will not be reduced because:
 - (a) the recovery does not fully or partly compensate you or your dependent for all losses sustained or alleged; or
 - (b) the recovery and/or Fund of Money is not described as being related to medical costs or loss of income.
3. The Plan may enforce its Reimbursement Rights by filing a lien with the Third Party, the Third Party's insurer or another insurer, a court having jurisdiction in this matter or any other holder of a Fund of Money, or any other appropriate party.
4. The amount of the Plan's Reimbursement will not be reduced by legal fees or court costs incurred in seeking the recovery, unless the Plan agrees otherwise in writing.

5. If you or your dependent were in a motor vehicle accident and maintain automobile insurance with medical coverage, then the Plan will pay secondary to the automobile insurance.

6. The Plan will not enforce its Reimbursement Rights if the covered person's Injury or Sickness was the result of domestic violence.

2. Effective September 13, 2022, amend Part 1, Article VIII, Section D, subsection titled "Subrogation Agreement" in its entirety to state as follows:

Subrogation Agreement

You or your dependent will not be entitled to receive any benefits for such expenses under this Plan unless you or your dependent agree in writing to all of the following conditions:

- (a) To reimburse the Plan, to the extent of all benefits paid by this plan as a result of such injuries, immediately upon obtaining any monetary recovery from any, Third Party whether by action of law, settlement, or otherwise by the execution of a Subrogation Agreement or Lien Agreement;
- (b) To irrevocably assign to the Plan all rights to recover monetary compensation from the Third Party to the extent of all benefits paid by this Plan and to give notice of this assignment directly to such Third Party, their agents, or insurance carriers, or to any agent or attorney who may represent you or your dependent. The assignment shall entitle the Plan to reimbursement from any sums held or received by the following Third Parties which are due to you or your dependent prior to any distribution of funds to you or your dependent and shall provide that such parties shall hold such sums in trust as a fiduciary for the benefit of the Plan. The parties who shall be bound by such assignment are:
 - i. Any party or insurance carriers making payments to or on behalf of you or your dependent; or
 - ii. Any agent or attorney receiving payments for or on behalf of you or your dependent; or
 - iii. Any account holder.
- (c) To notify the Plan of any claim or legal action asserted against any Third Party or any insurance carrier(s) for such injuries as well as the name and address of such Third Party, insurance carrier(s), any agent or attorney who is representing or acting on behalf of you or your dependent or estate, or any person claiming a right through you on a form to be supplied by the Plan;
- (d) To cooperate fully with the Trustees in the exercise of any assignment or right of subrogation, and not to take any action or refuse to take any action which would prejudice the rights of the Plan; and
- (e) To acknowledge that this Plan shall have the right of recovery as provided under this Section should you or your dependent fail to execute an assignment, Subrogation

Agreement, Lien Agreement, or any other documents required herein, or breach any of the terms of this section.

A Subrogation Agreement is not required if the covered person's Injury or Sickness was the result of domestic violence.

IN WITNESS of the adoption of this amendment, the Chairman and Secretary hereby subscribe their names, on the dates indicated.

Rich Romanish
Chairman

Date: 5-17-23

M. E. O'Neil
Secretary

Date: 5/17/23