

**AMENDMENT NO. 35 TO THE PLAN DOCUMENT
OF THE
SAN DIEGO ELECTRICAL HEALTH AND WELFARE TRUST**

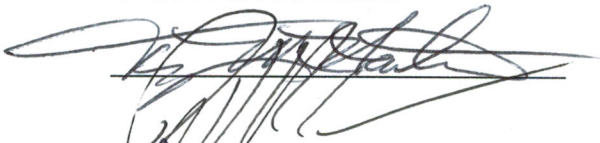
The Plan Document of the San Diego Electrical Health & Welfare Trust is hereby amended by replacing Sections J and K under "GENERAL PROVISIONS" with the following provisions:

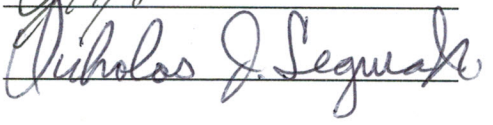
- J. Medical Expenses Incurred After Settlement or Final Judgment in Third Party Claim. In the event a **Covered Person** incurs medical expenses relating to his or her injuries or disabilities which are the subject of a Subrogation Agreement following any settlement or final judgment received from the third party (ies) responsible for the injuries, such **Eligible Expenses** shall be paid by the **Plan** in accordance with the Schedule of Benefits in effect as of the date services were rendered while applying the reimbursement schedule in Section D. to the updated gross total of benefits paid with respect to the initial injury or disability. The **Covered Person** shall agree to release and hold the Trust harmless from any further obligations under the Subrogation Agreement for any future medical expenses incurred following any settlement or final judgment received from the third party(ies) responsible for the injuries. However, provisions can be made by the **Covered Person** for the continued payment of such medical expenses by the third party(ies) pursuant to a settlement agreement which is approved by the Trust in writing prior to the execution thereof. In that event, the rights of the **Covered Person** to the continued payment of medical expenses shall also be assigned to the Trust under the Subrogation Agreement and the **Covered Person** shall be required to reimburse the Trust for 100% of all medical expenses paid by the Trust under this provision following execution and payment by the responsible third party(ies) under the settlement agreement or final judgment.
- L. Medical Bills Received After Settlement. In the event a bill for medical services applicable to the accident or disability is received by the Trust Office after settlement with the **Trust** in accordance with the **Plan's** "Right of Recovery", such **Eligible Expense(s)** shall be paid by the **Plan** in accordance with the Schedule of Benefits in effect as of the date services were rendered while applying the reimbursement schedule in Section D. to the updated gross total of benefits paid with respect to the initial injury or disability to the extent the bill had been remitted on a more timely basis and would have been paid by the Trust prior to settlement, and for which the **Trust** would have been reimbursed for part or all of the amount paid as part of said settlement.

EXCEPT AS HEREIN AMENDED, THE PLAN DOCUMENT OF THE SAN DIEGO ELECTRICAL HEALTH AND WELFARE TRUST SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS THEREOF, the Board of Trustees has caused this Amendment to the Plan Document to be signed this 29th day of November, 2016 to be effective with respect to a "Third-Party Liability" claim initially incurred on or after January 1, 2017.

UNION TRUSTEES:





EMPLOYER TRUSTEES:

