

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing has been served upon all counsel noted with the Court's Electronic Case Filing System.

Dated: January 26, 2024

/s/ J. Graham Matherne

- a. Determining who is eligible for a death benefit.
- b. Completing the process of identifying all insurance policies owned by the UEBF.
- c. Determining who has the opportunity to purchase the insurance policy used to provide the death benefit under the terms specified in the Trust Agreement and the Summary Plan Description.
- d. Determining the value of life insurance policies, and surrendering life insurance policies not purchased.
- e. Collecting, if feasible, on promissory notes issued by the UEBF consistent with the terms of the Consent Order issued in *Solis*.
- f. Resolving pending litigation.
- g. Terminating the Plan.
- h. With respect to all insurance policies owned by the UEBF which are (i) currently “in-force”, and (ii) do not list the UEBF as the sole beneficiary on such policy, requesting guidance from the Court as to whether the IF should change the beneficiary to the UEBF. If the Court is comfortable with this change, the IF can segregate the proceeds received from such policies in a separate account for each policy pending a review of the rights of the formerly named beneficiary of the policy.¹

As stated in its Second Report (D.E. # 163) each of these areas will be addressed/updated in this report, and this will also give the Court information concerning the IF’s progress in identifying information and preparing a proposed plan of liquidation.

¹ See IF’s Status Report, ¶ 27, pp. 18-19 (D.E. #170)(filed November 7, 2023).

A. DETERMINING WHO IS ELIGIBLE FOR A DEATH BENEFIT

1. Death benefits are owed by the UEBF to the plan beneficiaries of plan participants upon the death of such plan participants. The IF's previous status report set forth at some length the categories of employees that the IF believes are plan participants (based on the language of the Plan/Trust Document and Summary Plan Description), and whose beneficiaries are thus eligible to receive plan benefits in the form of a death benefit upon the death of the plan participant.² Furthermore, under certain circumstances, as provided by the Plan/Trust Document and Summary Plan Description, former plan participants may have the ability to "purchase" their life insurance policy for its "current net value ...".³

2. In accordance with the Plan/Trust Document and Summary Plan Description, in order to identify the UEBF's plan participants, the following information is needed:

- a. Whether an employer has timely paid Union dues to the National Production Workers Union, Local 707 [hereinafter the "Union"] on behalf of its Union employees, and is otherwise in good standing with the Union [hereinafter "CBA Employers"];
- b. The names of Union employees of CBA Employers;
- c. The names of any non-Union employees of CBA Employers who were permitted to participate in the UEBF;
- d. Whether any CBA employers or employees have disclaimed plan benefits by any means; and,
- e. Whether the UEBF has lawfully terminated plan benefits for the employees of any CBA Employers due to non-payment of monies owed to the UEBF, or for other lawful reasons.

² Id., at ¶¶ 8-15, pp. 7-10.

³ Id., at ¶ 16, pp. 10-11. See Summary Plan Description, ch. 7.G., p.8.

3. After receiving the subpoenaed information from the Union and the employers, the IF prepared a listing of potential plan participants as provided under the Plan/Trust Documents and Summary Plan Description and that listing is attached as **Exhibit A**. The IF also prepared a listing, attached as **Exhibit B**, of other potential plan participants, but, who under the terms of the Plan/Trust Documents and Summary Plan Descriptions, may not be plan participants. Some of these individuals are arguing they should still be considered plan participants (outside of the Plan/Trust Documents). No final recommendation as to who is or is not a participant has been made. Such recommendation will be a part of the Plan of Liquidation to be filed with the Court. An asterisk (*) is placed by the name of the individual if there exists a life insurance policy to fund the UEBF to pay the death benefit.

4. Numet Machining Techniques, Inc. [hereinafter "Numet"] is an employer listed by the Union as a CBA Employer in good standing with the Union, with 50 employees who are members of the Union as reported to the IF by the Union on December 1, 2023. Notwithstanding this fact, the IF does not believe that any current Numet employees are plan participants. On November 18, 2010, it appears the UEBF issued a letter to Numet, terminating Numet's and its employees' participation in the UEBF as of August 13, 2008⁴ due to a delinquency in Numet's contributions to the UEBF. A copy of that letter is attached hereto as **Exhibit C** and is incorporated herein by reference. The IF has confirmed that no monies have been paid by Numet to the UEBF since July of 2008. It would be the IF's recommendation that Numet's employees should not be considered UEBF plan participants and are not listed on either **Exhibit A or B**.

⁴ The November 18, 2010 letter to Numet states that the "participating employees of Numet Machining Techniques, Inc. are no longer eligible for benefits" "as of August 13, 2008⁹" (emphasis in original). From the context of the letter, it seems clear the actual date intended is "August 13, 2008". See Exhibit C.

5. Wams, Inc. [hereinafter “Wams”] is an employer listed by the Union as a CBA Employer in good standing with the Union, with 23 employees who are members of the Union as reported to the IF by the Union on December 1, 2023. However, the UEBF and Wams, along with certain Wams employees, entered into a Settlement Agreement and Release, dated February 26, 2021, attached hereto as **Exhibit D** and incorporated herein by reference, in which Wams and each of the listed employees, for a sum certain paid, agreed to “cease participation in and [] have no further obligations under the Trust or the DBO.”⁵ Based on these documents, the IF would recommend that Wams’ employees are not considered UEBF plan participants. These individuals are not listed in **Exhibits A or B**.

6. There is a universe of nine employers who had active collective bargaining agreements with the Union and whose agreements required their participation in the UEBF DBO Plans as of December 31, 2023. There is also a universe of 49 individuals identified by the IF who would be implicated in the analysis of who constitutes a UEBF plan participant and what benefit is due them upon their death.

7. As noted in the Second Status Report, a letter notifying those 49 individuals of the IF appointment and notice of the Union’s Termination of the collective bargaining agreement along with a copy of the Court’s Amended Preliminary Injunction. As of this date, 32 letters have confirmed delivery. Seventeen (17) letters have been returned, address researched through skip-tracing and reissued. The IF has received and responded to 10 calls and letters inquiring concerning the status of their potential benefit.

8. There is very little information contained in the UEBF records to verify the termination of groups and participants in the past. The IF is aware of some instances where the

⁵ See Exhibit 4, ¶ 1, p.2.

plain language of the Plan/Trust Agreement and Summary Plan Description was not followed by prior plan administration. These are primary issues involved in the ERISA litigation brought by Messrs. Futterman, Riskus, and Fulton. The IF believes that a final determination of who constitutes a participant and the benefit due will be an issue of debate before this Court when it submits its proposed Plan of Liquidation.

9. Benefit amounts contemplated by the Plan/Trust Document and the Summary Plan Description are intended to be disclosed in the “DBO Exhibit 1” to the adoption of the Master Contract and are a part of the Plan/Trust Document and Summary Plan Description. For those employers whose “DBO Exhibit 1” have been found, the benefits vary greatly and appear to provide differing benefits, benefits that are greater for non-union employees (or employer owners) than those provided to union employees. This is particularly troublesome to the IF as it may create important federal tax considerations for the employers and the beneficiaries of the death benefit. There is no uniform benefit among the employers and does not appear to be a uniform benefit within employers. The benefit due on death from the UEBF is generally calculated to be “x times the annual salary of the participant, a minimum of y and a maximum of z.” X, Y, and Z vary among the participating employers. Verification of income is critically important to the determination of the death benefit due.⁶ The UEBF records contain only one (1) employer’s verification of income form. In no circumstance do any of the documents indicate that the covered participant will own or have a direct interest in the life insurance policy that may have been purchased by contributions to the UEBF to fund the subject participant’s death benefit. The IF understands there may have been allegations that some of the Defendants did in

⁶ At this juncture with the Plan having been terminated by operation of its own documents as of 12-31-2023, no death benefits are due except to those participants who died prior to 12-31-2023. Therefore, benefit calculations may be superfluous. The IF is aware of one Individual who did die but his participant status currently is undetermined and the proceeds from his policy are currently held in trust pending that determination.

fact make such representations to participants that the participants had a direct or vested interest in the life insurance policy that the UEBF purchased to fund their death benefit. The IF is seeking information to clarify this point; regardless, ERISA and this Court will control this issue.

B. COMPLETING THE PROCESS OF IDENTIFYING INSURANCE POLICIES

11. The IF has completed its identification of what it believes are the “in-force” life insurance policies owned by the UEBF. **Exhibit E** is attached listing the number of policies and what the insurance companies most recently report as the death benefit of the policy and the cash value of the policy.

**C. DETERMINING WHO HAS THE OPPORTUNITY
TO PURCHASE THEIR POLICY**

13. A provision in the Plan/Trust Agreement and Summary Plan Description provides that all individuals who (a) are determined NOT to be plan participants by reason of their termination of employment or withdrawal of their employer from UEBF, and (b) have their life insured by a life insurance policy owned by the UEBF, are to be granted the opportunity to purchase their policy at its “current net value ...”. As delineated in its initial status report, the Trust/Plan Documents do not appear to provide this opportunity to current plan participants to purchase the policies insuring their lives at the policy’s “current net value ...”. Instead, the Trust/Plan Documents indicate that net of claims, remaining Plan assets are to be used, at the Trustees’ discretion, to provide benefits consistent with the purposes of the Plan for Participants covered on the date of termination.⁷ The IF’s proposed Plan of Liquidation will address this issue.

⁷ See Section 9.4 of the Plan/Trust Agreement.

D. DETERMINING THE VALUE OF LIFE INSURANCE POLICIES

14. As set forth above and in **Exhibit E**, the IF believes it has identified all life insurance policies owned by the UEBF, and the IF has been able to obtain evidence of the most current cash surrender values of all such policies. However, there may be some value to the death benefit portion of these policies, in addition to the cash surrender value of such policies. As stated previously, the IF does not have sufficient assets to contract with an actuary to determine this potential additional value. At this time, we are reporting to the Court only the information provided to the IF by the issuing insurance company.

E. COLLECTING ON PROMISSORY NOTES HELD BY THE UEBF

15. The IF has not yet had the opportunity to focus on the status of participant loans and collecting on the promissory notes held by the UEBF, its focus having been on identifying the assets of the UEBF (principally the life insurance policies) and identifying individuals who may be UEBF plan participants. As a part of its proposed Plan of Liquidation the IF would prepare and submit to the Court, the IF would determine if any monies should be set-off against any plan benefits owed. Loans to individuals who have not been identified in the group of 49 may also need to be reviewed for collectability.⁸

F. RESOLVING PENDING LITIGATION

16. As previously reported, the UEBF is a party to a number of lawsuits. Here follows the status of each of those pending lawsuits:

⁸ As stated in the IF's Status Report of November 7, 2023, the UEBF was used apparently as a tax advantaged program. The transfer of ownership of a life insurance policy purchased through a death benefit only program may create tax obligations on the recipient of the policy, or the benefits paid therefrom. Unpaid loans written off as against the value of the life insurance policy cashed in appear to have created losses in the transaction allowing the UEBF to not to realize gains, since there was no profit or gain to the UEBF in such transaction. The loans written off were reported to the IRS as a benefit paid to the borrower/participant and reported on a 1099 to the recipient of the loan.

- a) The Secretary's allegations in the instant case against UEBF prior trustees, administrators and counsel for prohibited transactions and breaches of fiduciary duties.
- b) Three separate federal "denial of benefits" cases brought against the UEBF by former participants Futterman, Riskus, and Fulton. Futterman v. UEBF et al (#1:20-cv-06722) (Rowland) (case stayed with status report due by March 15, 2024 – D.E. #161); Riskus v. UEBF et al (#1:23-cv-00060) (Cummings) (case stayed with status report due by January 31, 2024 -- D.E. #45); Fulton v. UEBF et al (#1:23-cv-2468 (Chang) (case stayed with status report due by February 21, 2024 – D.E. #54).
- c) A state action brought by the UEBF against the UEBF's former fiduciary/fidelity bond issuer. Meyers et al v. AIG, #2022 CH 09135 (Cook County Circuit) (case stayed with status report due by March 15, 2024).
- d) A federal court action brought by the UEBF against former counsel Platt and his law firm for malpractice. Sledz v. Platt et al (#1-22-cv-0952) (Gettleman) (case stayed with status report due by February 16, 2024 – DE #97).
- e) A federal court action brought by the UEBF against former Trustee McDowell. Sledz v. McDowell et al (#1:21-cv-05238) (Jenkins) (case stayed with status report due by March 8, 2024 – D.E. #125).

G. TERMINATING THE PLAN

17. The Union has provided the IF with notice that it intends to terminate its agreement with the American Workers Master Contract Group, effective at the end of 2023. As indicated in its initial status report, the IF believes this action triggers the termination of the UEBF as provided under the Plan/Trust Agreement and Summary Plan Description. Under its authority, the IF anticipates filing with the Court, on or before February 28, 2024, a proposed Plan of Liquidation and a Notice of Plan Termination, and will also, in connection with that filing, file a Motion for Injunctive Relief under the Federal All-Writs Act and potentially other motions.

H. CHANGE OF BENEFICIARY ON LIFE INSURANCE POLICIES WHICH DO NOT DESIGNATE THE UEBF AS THE BENEFICIARY

18. As stated above, there are fifteen policies (covering 14 individuals) that do not list the UEBF as beneficiary. The IF is investigating why these individuals were treated differently and will recommend any corrective actions that should be taken in a future Status Report or other filing with the Court.

I. FINANCIAL INFORMATION – CASH FLOW STATEMENTS

19. As delineated in the IF's initial status report, a true and accurate financial accounting of the UEBF is not possible at this time due to the factors discussed therein. However, the IF has prepared cash flow statements for the month of December, 2023, which is attached hereto as **Exhibit F** and are incorporated herein by reference.

Respectfully submitted,

Receivership Management Inc.
Court-Appointed Independent Fiduciary

By Robert E. Moore, Jr.
Robert E. Moore, Jr., President

dated: 1/26/2024

101467556.2

Exhibit A
Independent Fiduciary's Third Status Report
January 26, 2024

UEBF Potential Participants

Biesterfeld, J. *
Biesterfeld, R. *
Bievernicht, M.
Chow, M. *
Collings, D. *
Feller, Ja.
Feller, Jo. *
Feller, M. *
Hashiro, S. *
Hooker, B.
Hsu, A. *
Hue, D. *
Kimura, S. *
Kitt, B.
Li, Z.
Lindsey, F.
Matsukado, A. *
Nagakura, A. *
Nagakura, J. *
Phun, H.
Stephens, D.
Tilghman, R. *
Wolf, J.
Xu, Y.

* Indicates that the UEBF owns at least 1 insurance policy insuring their life.

Exhibit B
Independent Fiduciary's Third Status Report
January 26, 2024

**UEBF - Other Individuals Whose Lives
Are Insured by a UEBF-Owned Policy**

Boyd, W. *
Clarke, W. *
Collins, L. *
Fulton, J. *
Futterman, R. *
Geary, M. *
Hartman, W. *
Hopkins, G. *
Hur, B. *
Jahraus, T. *
Johannes, M. *
Kolber, J. *
Krishnan, R. *
Meyer, B. *
Meyer, C. *
Meyer, L. *
Montell, J. *
Nakasato, E. *
Patterson, B. *
Patterson, J. *
Patterson, W. *
Riskus, G
Shah, A. *
Shah, R. *
Wilson, J. *

* Indicates that the UEBF owns at least 1
insurance policy insuring their life.

Exhibit C
Independent Fiduciary's Third Status Report
January 26, 2024

United Employee Benefit Fund

2550 Compass Road, Suite G
Glenview, IL 60026

david@UEBF.org

David K. Fensler, CEBS - Trustee

Phone 847-509-8778

Fax 847-509-8744

Thursday, November 18, 2010

Mark J. Roscio
Numet Machining Techniques, Inc.
60 Old South Ave.
Stratford, CT 06497

SENT CERTIFIED MAIL, RETURN RECEIPT

Re: Termination

Dear Mark:

As Trustee, it is my duty to inform you that as of **August 13, 2008** you are delinquent in your contribution of **\$5,982.50** which was due on **July 13, 2008**. According to the procedure adopted by the Trustees of the Fund, a contribution is delinquent when it has not been made thirty (30) days after it is due.

Since your contribution was not received by **August 13, 2008** your status as a Participating employer is terminated by the Trustees. Further, as of **August 13, 2008** the participating employees of **Numet Machining Techniques, Inc.** are no longer eligible for benefits.

Please call or correspond with me if you have any questions regarding your situation.

Sincerely,

David K. Fensler, CEBS
Trustee

cc: Tony Monaco, NPWU
Herbert O. McDowell, III AWMCG
Tony Piccolo

numet080916.wpa

Exhibit D
Independent Fiduciary's Third Status Report
January 26, 2024

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (the "Agreement") is made as of February 26, 2021 by and among the Trustees of the United Employee Benefit Fund Trust (the Trust collectively with the Trustees, the "Trust") and Williams Automated Management Services, Inc. d/b/a WAMS, Inc. ("WAMS") and WAMS employees Cristian M. Williams ("Williams"), Kevin Haight ("Haight"), Brent R. Dastrup ("Dastrup"), Vahagn Amerikyan ("Amerikyan"), Jason Quevedo ("Quevedo") and Jeffery L. Hill ("Hill") (collectively, the "WAMS Employees"). The parties to this Agreement are referred to collectively as the "Parties" and individually as a "Party".

RECITALS

A. The Trust is a voluntary employees beneficiary association under Section 501(c)(9) of the Internal Revenue Code established by an employer association and certain unions to provide collectively bargained welfare benefits for the employees of participating employers. The Trust provides life insurance benefits through the Death Benefit Only Plan ("DBO" or "Plan"), an employee welfare benefit plan within the meaning of Section 3(1) of the Employee Retirement Income Security Act of 1974 ("ERISA"), 29 U.S.C. §1002(1).

B. WAMS is a participating employer in the Trust and the DBO pursuant to a collective bargaining agreement between the American Workers Master Contract Group ("AWMCG") and National Production Workers Union Local 707 (the "Union").

C. WAMS makes contributions to the Trust on behalf of its employees for the purpose of paying for life insurance coverage for its employees under the DBO. The Trust purchased, owns and administers term life insurance policies on WAMS Union employees and whole life insurance policies on two WAMS nonunion employees, Williams and Haight.

D. WAMS, Williams, Dastrup, Amerikyan, Quevedo and Hill claim that the Trust has breached its fiduciary and contractual duties by failing to prudently monitor and maintain the insurance policies on WAMS employees, resulting in the lapse of insurance coverage for Union employees Dastrup in March 2017, Amerikyan and Hill in April 2019, and Quevedo in February 2020, which lapses were not disclosed by the Trust August 2020, while the Trust continued each year to report an economic benefit for the lapsed policies which the affected employees were required to report as taxable income.

E. WAMS and Williams claim that the Trust has breached its fiduciary duties by failing to respond to participant requests for life insurance documents and information as required by ERISA Section 104(b); failing to properly account for and apply WAMS contributions for the purchase of life insurance; and changing Williams's designated beneficiary without Williams's knowledge or consent and in contravention of Plan provisions.

F. WAMS, Williams and Haight claim that the Trust breached its common law, contractual and fiduciary obligations by failing to disclose prior to the purchase of the whole life policies on Williams and Haight that upon cancellation of the policies the cash surrender value would not be paid to the insured employees but retained by the Trust, which was not disclosed to

them by the Trust until July 2020; and by failing to cancel the whole life insurance policies as requested by failing to pay the cash surrender value of the policies to the insured employees.

G. The Trust denies WAMS and the WAMS Employees' claims and asserts that WAMS has failed to make contributions to maintain the life insurance policies as required under the DBO.

H. WAMS desires to terminate its participation in the Trust and the DBO.

I. The Parties dispute whether under its governing trust agreement and the DBO the Trust may pay the cash surrender value of the whole life policies to WAMS and/or the insured WAMS employees upon surrender of the policies or termination of WAMS's participation in the Plan.

J. The Parties desire to settle and resolve their respective rights and claims as set forth above without incurring the time, expense and risks of litigation.

NOW, THEREFORE, in consideration of the mutual promises, conditions and covenants set forth below, the Parties agree as follows:

AGREEMENT

1. Upon the Effective Date, WAMS shall cease participation in and shall have no further obligations under the Trust or the DBO. Any whole life policy still in effect shall be canceled. Term life policies shall remain in force for the remaining period for which premiums have been paid. The Effective Date of this Agreement shall be the latest date of signing by a Party.

2. All references to the DBO and the Trust shall be deleted from WAMS's Addendum to the Master Contract between AWMCG and the Union.

3. Within fifteen (15) business days of the Effective Date, the Trustees shall deliver to WAMS a single check in the amount of FIFTY THOUSAND AND 00/100 DOLLARS (\$50,000.00), made payable to "WAMS, Inc." (the "Payment"), to be allocated by WAMS as it shall determine among WAMS and the WAMS Employees (collectively, "Claimants"). The check shall be delivered by overnight courier to WAMS at:

WAMS, Inc.
Attn: Cristian M. Williams
135 S. State College Blvd, Suite 675
Brea, CA 92821

4. Upon WAMS's receipt of the Payment, Claimants, and each of them, for themselves and their past, present and future owners, directors, officers, employees, shareholders, agents, attorneys, heirs, successors and assigns, do hereby release and discharge the Trust, the Trustees, the DBO and each of their past, present or future trustees, administrators, fiduciaries, employees, attorneys and agents, both in their representative and individual capacities, from any and all liabilities, obligations, claims, causes of action, losses, fees, expenses and charges,

including, without limitation, claims for attorneys' fees, relating to, arising out of or in connection with Claimants' participation in the Trust, the DBO and the arising on or before the Effective Date.

5. The Trust and the Trustees, for themselves and for their past, present and future trustees, administrators, fiduciaries, agents and attorneys, both in their representative and individual capacities, and each of their employees, heirs, legal representatives, successors and assigns, do hereby release and discharge Claimants and each of them, and each of its or his past, present or future owners, directors, officers, employees, shareholders, agents, attorneys, successors and assigns from any and all liabilities, obligations, claims, causes of action, losses, fees, expenses and charges, including, without limitation, claims for attorneys' fees, relating to, arising out of or in connection with WAMS's participation in the Trust or the DBO arising on or before the Effective Date.

6. Section 1542 Waiver. The Parties and each of them hereby agree that all rights they may have against the other Party under section 1542 of the California Civil Code or any similar law of any state or jurisdiction are hereby waived. Section 1542 provides as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

7. The Parties shall each bear their own costs and attorneys' fees arising from or related to the claims described in the Recitals, including the negotiation of this Agreement. However, in the event of any litigation to enforce the terms of this Agreement, or otherwise relating to or arising out of this Agreement, the prevailing Party in such action shall be entitled to recover its attorneys' fees and costs, including costs of appeal and costs associated with collecting any resulting judgment.

8. The Parties represent that they have sought and obtained the advice of legal counsel prior to signing this Agreement and have not relied on any representations made by the other Party or the other Party's counsel before executing this Agreement. This Agreement is the product of negotiations and preparation by and among the Parties and their respective counsel. The Parties agree that this Agreement shall not be deemed prepared or drafted by one Party or another, or by one Party's or another's attorney. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against any of the Parties.

9. Each Party represents and warrants that they have full power and authority to enter into this Agreement and that they have not assigned or transferred to any person not a Party to this Agreement any released matter or any part or portion thereof and that no other releases or settlements are necessary from any other person or entity to release and discharge each other as specified above. Each Party further presents and warrants that the individuals executing this Agreement on behalf of each such Part have all necessary authority to sign this Agreement on behalf of that Party.

10. Neither the execution nor performance of any terms of this Agreement shall constitute or be construed as an admission of any liability or wrongdoing whatsoever by any Party. Each Party enters into this Agreement solely for the purposes of avoiding the time-consuming and costly prospects of future litigation relating to the claims set forth in the Recitals, and the other subject matter addressed herein.

11. This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective administrators, trustees, officers, heirs, beneficiaries, executors, affiliates, successors, and assigns.

12. Should any provision of this Agreement be declared or determined by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms or provisions shall not be affected thereby and any such illegal, unenforceable or invalid part, term, or provision shall be deemed not to be part of this Agreement.

13. This Agreement constitutes and contains the entire Agreement and final understanding concerning the claims described herein between the Parties and is intended by the Parties as a complete and exclusive statement of the terms of their Agreement. This Agreement supersedes and replaces all prior negotiations and all agreements proposed or otherwise, whether written or oral, concerning the subject matter hereof. Any representation, promise or agreement not specifically included in this Agreement shall not be binding upon or enforceable against any Party. This is a fully integrated agreement.

14. The terms of this Agreement shall be construed in accordance with ERISA and other applicable federal law and, to the extent applicable, the laws of the State of California.

15. This Agreement may be executed in counterparts, and each counterpart, when executed, shall have the effect of a signed original. Photographic, electronic and facsimile copies of such signed counterparts may be used in lieu of the originals for any purpose.

16. Each Party agrees to execute any and all further documents that may be necessary to effectuate the purpose of this Agreement.

Trustees of the United Employee Benefit Fund Trust

Dated: _____

By: _____
Gary Meyers, Trustee

Dated: _____

By: J. Fernandez
John Fernandez, Trustee

[Signatures continued on next page]

**Williams Automated Management Services,
Inc. d/b/a WAMS, Inc.**

Dated: 04/28/2021

By: *Cristian M Williams*
President

Cristian M. Williams

Dated: 04/28/2021

Cristian M Williams
Signature

Kevin Haight

Dated: _____

Signature

Brent R. Dastrup

Dated: _____

Signature

Vahagn Amerikyan

Dated: _____

Signature

Jason Quevedo

Dated: _____

Signature

**Williams Automated Management Services,
Inc. d/b/a WAMS, Inc.**

Dated: _____

By: _____
President

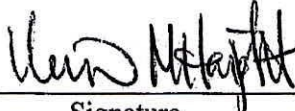
Cristian M. Williams

Dated: _____

Signature

Kevin Haight

Dated: 04-28-2021



Signature

Brent R. Dastrup

Dated: _____

Signature

Vahagn Amerikyan

Dated: _____

Signature

Jason Quevedo

Dated: _____

Signature

**Williams Automated Management Services,
Inc. d/b/a WAMS, Inc.**

Dated: _____

By: _____
President

Cristian M. Williams

Dated: _____

Signature

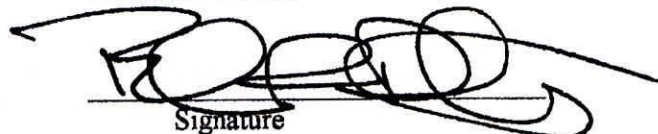
Kevin Haight

Dated: _____

Signature

Brent R. Dastrup

Dated: 28 April 2021


Signature

Vahagn Amerikyan

Dated: _____

Signature

Jason Quevedo

Dated: _____

Signature

**Williams Automated Management Services,
Inc. d/b/a WAMS, Inc.**

Dated: _____

By: _____
President

Cristian M. Williams

Dated: _____

Signature

Kevin Haight

Dated: _____

Signature

Brent R. Dastrup

Dated: _____

Signature

Vahagn Amerikyan

Dated: _____



Signature

Jason Quevedo

Dated: _____

Signature

**Williams Automated Management Services,
Inc. d/b/a WAMS, Inc.**

Dated: _____

By: _____
President

Cristian M. Williams

Dated: _____

Signature

Kevin Haight

Dated: _____

Signature

Brent R. Dastrup

Dated: _____

Signature

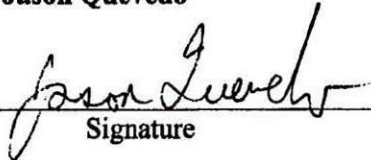
Vahagn Amerikyan

Dated: _____

Signature

Jason Quevedo

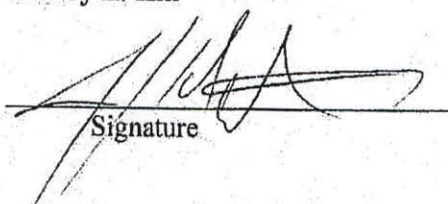
Dated: 04/27/21



Signature

Jeffery L. Hill

Dated: 4-27-2021


Signature

AGREEMENT BY AWMCG AND THE UNION:

American Workers Master Contract Group (“AWMCG”) and National Production Workers Union Local 707 (the “Union”), by their duly authorized officers, hereby agree to delete all references to the Trust or the DBO in WAMS’s Appendix to the Master Contract in accordance with Paragraph 2 of the foregoing Settlement Agreement and Release, effective as of the Effective Date.

American Workers Master Contract Group

Dated: _____

By: _____
Title: _____

**National Production Workers Union Local
707**

Dated: _____

By: J. Fernandez
John Fernandez, Title: _____

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (the "Agreement") is made as of February 26, 2021 by and among the Trustees of the United Employee Benefit Fund Trust (the Trust collectively with the Trustees, the "Trust") and Williams Automated Management Services, Inc. d/b/a WAMS, Inc. ("WAMS") and WAMS employees Cristian M. Williams ("Williams"), Kevin Haight ("Haight"), Brent R. Dastrup ("Dastrup"), Vahagn Amerikyan ("Amerikyan"), Jason Quevedo ("Quevedo") and Jeffery L. Hill ("Hill") (collectively, the "WAMS Employees"). The parties to this Agreement are referred to collectively as the "Parties" and individually as a "Party".

RECITALS

A. The Trust is a voluntary employees beneficiary association under Section 501(c)(9) of the Internal Revenue Code established by an employer association and certain unions to provide collectively bargained welfare benefits for the employees of participating employers. The Trust provides life insurance benefits through the Death Benefit Only Plan ("DBO" or "Plan"), an employee welfare benefit plan within the meaning of Section 3(1) of the Employee Retirement Income Security Act of 1974 ("ERISA"), 29 U.S.C. §1002(1).

B. WAMS is a participating employer in the Trust and the DBO pursuant to a collective bargaining agreement between the American Workers Master Contract Group ("AWMCG") and National Production Workers Union Local 707 (the "Union").

C. WAMS makes contributions to the Trust on behalf of its employees for the purpose of paying for life insurance coverage for its employees under the DBO. The Trust purchased, owns and administers term life insurance policies on WAMS Union employees and whole life insurance policies on two WAMS nonunion employees, Williams and Haight.

D. WAMS, Williams, Dastrup, Amerikyan, Quevedo and Hill claim that the Trust has breached its fiduciary and contractual duties by failing to prudently monitor and maintain the insurance policies on WAMS employees, resulting in the lapse of insurance coverage for Union employees Dastrup in March 2017, Amerikyan and Hill in April 2019, and Quevedo in February 2020, which lapses were not disclosed by the Trust August 2020, while the Trust continued each year to report an economic benefit for the lapsed policies which the affected employees were required to report as taxable income.

E. WAMS and Williams claim that the Trust has breached its fiduciary duties by failing to respond to participant requests for life insurance documents and information as required by ERISA Section 104(b); failing to properly account for and apply WAMS contributions for the purchase of life insurance; and changing Williams's designated beneficiary without Williams's knowledge or consent and in contravention of Plan provisions.

F. WAMS, Williams and Haight claim that the Trust breached its common law, contractual and fiduciary obligations by failing to disclose prior to the purchase of the whole life policies on Williams and Haight that upon cancellation of the policies the cash surrender value would not be paid to the insured employees but retained by the Trust, which was not disclosed to

them by the Trust until July 2020; and by failing to cancel the whole life insurance policies as requested by failing to pay the cash surrender value of the policies to the insured employees.

G. The Trust denies WAMS and the WAMS Employees' claims and asserts that WAMS has failed to make contributions to maintain the life insurance policies as required under the DBO.

H. WAMS desires to terminate its participation in the Trust and the DBO.

I. The Parties dispute whether under its governing trust agreement and the DBO the Trust may pay the cash surrender value of the whole life policies to WAMS and/or the insured WAMS employees upon surrender of the policies or termination of WAMS's participation in the Plan.

J. The Parties desire to settle and resolve their respective rights and claims as set forth above without incurring the time, expense and risks of litigation.

NOW, THEREFORE, in consideration of the mutual promises, conditions and covenants set forth below, the Parties agree as follows:

AGREEMENT

1. Upon the Effective Date, WAMS shall cease participation in and shall have no further obligations under the Trust or the DBO. Any whole life policy still in effect shall be canceled. Term life policies shall remain in force for the remaining period for which premiums have been paid. The Effective Date of this Agreement shall be the latest date of signing by a Party.

2. All references to the DBO and the Trust shall be deleted from WAMS's Addendum to the Master Contract between AWMCG and the Union.

3. Within fifteen (15) business days of the Effective Date, the Trustees shall deliver to WAMS a single check in the amount of FIFTY THOUSAND AND 00/100 DOLLARS (\$50,000.00), made payable to "WAMS, Inc." (the "Payment"), to be allocated by WAMS as it shall determine among WAMS and the WAMS Employees (collectively, "Claimants"). The check shall be delivered by overnight courier to WAMS at:

WAMS, Inc.
Attn: Cristian M. Williams
135 S. State College Blvd, Suite 675
Brea, CA 92821

4. Upon WAMS's receipt of the Payment, Claimants, and each of them, for themselves and their past, present and future owners, directors, officers, employees, shareholders, agents, attorneys, heirs, successors and assigns, do hereby release and discharge the Trust, the Trustees, the DBO and each of their past, present or future trustees, administrators, fiduciaries, employees, attorneys and agents, both in their representative and individual capacities, from any and all liabilities, obligations, claims, causes of action, losses, fees, expenses and charges,

including, without limitation, claims for attorneys' fees, relating to, arising out of or in connection with Claimants' participation in the Trust, the DBO and the arising on or before the Effective Date.

5. The Trust and the Trustees, for themselves and for their past, present and future trustees, administrators, fiduciaries, agents and attorneys, both in their representative and individual capacities, and each of their employees, heirs, legal representatives, successors and assigns, do hereby release and discharge Claimants and each of them, and each of its or his past, present or future owners, directors, officers, employees, shareholders, agents, attorneys, successors and assigns from any and all liabilities, obligations, claims, causes of action, losses, fees, expenses and charges, including, without limitation, claims for attorneys' fees, relating to, arising out of or in connection with WAMS's participation in the Trust or the DBO arising on or before the Effective Date.

6. Section 1542 Waiver. The Parties and each of them hereby agree that all rights they may have against the other Party under section 1542 of the California Civil Code or any similar law of any state or jurisdiction are hereby waived. Section 1542 provides as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

7. The Parties shall each bear their own costs and attorneys' fees arising from or related to the claims described in the Recitals, including the negotiation of this Agreement. However, in the event of any litigation to enforce the terms of this Agreement, or otherwise relating to or arising out of this Agreement, the prevailing Party in such action shall be entitled to recover its attorneys' fees and costs, including costs of appeal and costs associated with collecting any resulting judgment.

8. The Parties represent that they have sought and obtained the advice of legal counsel prior to signing this Agreement and have not relied on any representations made by the other Party or the other Party's counsel before executing this Agreement. This Agreement is the product of negotiations and preparation by and among the Parties and their respective counsel. The Parties agree that this Agreement shall not be deemed prepared or drafted by one Party or another, or by one Party's or another's attorney. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against any of the Parties.

9. Each Party represents and warrants that they have full power and authority to enter into this Agreement and that they have not assigned or transferred to any person not a Party to this Agreement any released matter or any part or portion thereof and that no other releases or settlements are necessary from any other person or entity to release and discharge each other as specified above. Each Party further presents and warrants that the individuals executing this Agreement on behalf of each such Part have all necessary authority to sign this Agreement on behalf of that Party.

10. Neither the execution nor performance of any terms of this Agreement shall constitute or be construed as an admission of any liability or wrongdoing whatsoever by any Party. Each Party enters into this Agreement solely for the purposes of avoiding the time-consuming and costly prospects of future litigation relating to the claims set forth in the Recitals, and the other subject matter addressed herein.

11. This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective administrators, trustees, officers, heirs, beneficiaries, executors, affiliates, successors, and assigns.

12. Should any provision of this Agreement be declared or determined by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms or provisions shall not be affected thereby and any such illegal, unenforceable or invalid part, term, or provision shall be deemed not to be part of this Agreement.

13. This Agreement constitutes and contains the entire Agreement and final understanding concerning the claims described herein between the Parties and is intended by the Parties as a complete and exclusive statement of the terms of their Agreement. This Agreement supersedes and replaces all prior negotiations and all agreements proposed or otherwise, whether written or oral, concerning the subject matter hereof. Any representation, promise or agreement not specifically included in this Agreement shall not be binding upon or enforceable against any Party. This is a fully integrated agreement.

14. The terms of this Agreement shall be construed in accordance with ERISA and other applicable federal law and, to the extent applicable, the laws of the State of California.

15. This Agreement may be executed in counterparts, and each counterpart, when executed, shall have the effect of a signed original. Photographic, electronic and facsimile copies of such signed counterparts may be used in lieu of the originals for any purpose.

16. Each Party agrees to execute any and all further documents that may be necessary to effectuate the purpose of this Agreement.

Trustees of the United Employee Benefit Fund Trust

Dated: _____

By: Gary I. Meyers
Gary Meyers, Trustee

Dated: _____

By: J. Fernandez
John Fernandez, Trustee

[Signatures continued on next page]

**Williams Automated Management Services,
Inc. d/b/a WAMS, Inc.**

Dated: _____

By: _____
President

Cristian M. Williams

Dated: _____

Signature

Kevin Haight

Dated: _____

Signature

Brent R. Dastrup

Dated: _____

Signature

Vahagn Amerikyan

Dated: _____

Signature

Jason Quevedo

Dated: _____

Signature

Jeffery L. Hill

Dated: _____

Signature

AGREEMENT BY AWMCG AND THE UNION:

American Workers Master Contract Group ("AWMCG") and National Production Workers Union Local 707 (the "Union"), by their duly authorized officers, hereby agree to delete all references to the Trust or the DBO in WAMS's Appendix to the Master Contract in accordance with Paragraph 2 of the foregoing Settlement Agreement and Release, effective as of the Effective Date.

American Workers Master Contract Group

Dated: _____

By: *Gary A. Meyer*
Title: _____

**National Production Workers Union Local
707**

Dated: _____

By: *J. Fernandez*
John Fernandez, Title: _____

Gary A. Meyer

Exhibit E
Independent Fiduciary's Third Status Report
January 26, 2024

**UEBF IN
FORCE
POLICIES AS
OF JANUARY
21, 2024**

<u>Carrier Group</u>	<u>Carrier</u>	<u>Death Benefit</u>	<u>Net Cash Surrender Value</u>	<u>CSV as of/ through date</u>
Columbian	Farmers & Traders	\$109,220.00	\$97,325.37	10/16/2023
Columbian	Farmers & Traders	\$12,237.00	\$10,904.33	10/16/2023
Global Atlantic	Indianapolis LIC	\$1,410,000.00	\$247,998.77	12/27/2023
Global Atlantic	Indianapolis LIC	\$1,326,230.00	\$317,687.05	12/27/2023
Global Atlantic	AmerUS LIC	\$250,000.00	\$18,068.54	1/24/2023
Lafayette LIC	Lafayette LIC	\$16,744.09	\$6,130.55	12/10/2023
Lafayette LIC	Lafayette LIC	\$55,308.03	\$20,196.82	12/28/2023
Pacific Life	Pacific Life	\$700,000.00	\$28,476.16	10/26/2023
Penn Mutual	Penn Mutual	\$580,000.00	\$168,568.68	11/1/2023
Penn Mutual	Penn Mutual	\$200,000.00	\$11,069.94	11/1/2023
Penn Mutual	Penn Mutual	\$473,130.08	N/A	N/A
Penn Mutual	Penn Mutual	\$2,400,000.00	\$0.00	11/1/2023
Penn Mutual	Penn Mutual	\$1,437,382.00	\$97,932.13	11/1/2023
Penn Mutual	Penn Mutual	\$2,275,715.00	\$272,922.16	11/1/2023
Penn Mutual	Penn Mutual	\$304,442.79	\$7,727.04	11/1/2023
Penn Mutual	Penn Mutual	\$435,966.76	\$174,901.15	11/1/2023
Penn Mutual	Penn Mutual	\$371,320.00	\$147,689.98	11/1/2023
Penn Mutual	Penn Mutual	\$721,876.16	\$274,959.67	11/15/2023
Penn Mutual	Penn Mutual	\$660,000.00	\$92,139.30	11/1/2023
Penn Mutual	Penn Mutual	\$2,787,559.00	\$0.00	12/12/2023
Penn Mutual	Penn Mutual	\$1,250,000.00	\$96,726.77	11/1/2023
Penn Mutual	Penn Mutual	\$218,412.00	\$23,808.85	11/1/2023

Penn Mutual	Penn Mutual	\$176,382.00	\$51,307.76	11/1/2023
Penn Mutual	Penn Mutual	\$722,471.00	\$235,334.39	11/1/2023
Penn Mutual	Penn Mutual	\$448,924.14	\$190,294.76	11/1/2023
Penn Mutual	Penn Mutual	\$324,212.00	\$92,956.17	11/1/2023
Penn Mutual	Penn Mutual	\$303,622.00	\$97,383.18	11/1/2023
Penn Mutual	Penn Mutual	\$300,000.00	\$165,334.74	11/1/2023
Penn Mutual	Penn Mutual	\$237,475.00	\$18,165.26	11/1/2023
Penn Mutual	Penn Mutual	\$471,041.00	\$42,149.61	11/1/2023
Protective Life	MONY/Equitable	\$250,000.00	\$148,204.45	9/25/2023
Protective Life	MONY/Equitable	\$250,000.00	\$121,820.24	9/25/2023
Protective Life	MONY/Equitable	\$305,830.00	\$56,379.36	10/9/2023
Resolution Life	Sec Life of Denver	\$166,627.19	\$167.14	11/20/2023
Resolution Life	Sec Life of Denver	\$1,489,710.87	\$489,710.87	11/7/2023
Resolution Life	Reliastar Life IC	\$255,642.29	\$1,170.83	11/15/2023
Sec Mut LIC of NY	Sec Mut LIC of NY	\$204,563.42	\$88,888.82	12/15/2023
Sec Mut LIC of NY	Sec Mut LIC of NY	\$308,259.24	\$242,647.53	12/15/2023
Sec Mut LIC of NY	Sec Mut LIC of NY	\$2,793.00	\$2,793.00	9/25/2023
Sun Life - Canada	Sun Life - Canada	\$1,499,840.00	<u>\$151,710.16</u>	12/27/2023
			\$4,311,651.53	

* likely some taxable amount per company, but information not readily available from company

Exhibit F
Independent Fiduciary's Third Status Report
January 26, 2024

UEBF Cash Flow for December 2023

Beginning Balance (12/1/2023) - Regions Bank Acct #xxxxxx0710*	\$96,881.90
Cash Inflows	<u>\$0.00</u>
Current Assets PLUS Cash Inflows	\$96,881.90
Receivership Management, Inc. (reimbursement for legal contract vendors for October, 2023 - Wyatt, Tarrant & Robinson Curley)	\$25,757.47
Cash Outflows	<u>\$25,757.47</u>
Ending Balance (12/31/2023) - Regions Bank Acct #xxxxxx0710*	\$71,124.43