

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

JULIE A. SU, Secretary of Labor,)
United States Department of Labor)
)
Plaintiff,)
)
v.)
)
DAVID FENSLER, et al.,)
)
Defendants.)

Case No. 1:22-cv-01030
Hon. Nancy L. Maldonado

**NOTICE OF FILING OF
INDEPENDENT FIDUCIARY’S SECOND STATUS REPORT**

Notice is given herein as to the filing of the Independent Fiduciary’s Second Status Report pursuant to Minute Order of Court –D. E. #171.

Attached hereto is the Independent Fiduciary’s Second Status Report with Exhibits A-F attached.

Date: December 12, 2023

Respectfully submitted,

/s/ J. Graham Matherne
J. Graham Matherne, Esq. (#11294)
Wyatt, Tarrant & Combs, LLP
333 Commerce Street, Suite 1050
Nashville, Tennessee 37201
(615) 244-0020
gmatherne@wyattfirm.com
Counsel to Independent Fiduciary

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: December 12, 2023

/s/ J. Graham Matherne

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

JULIE A. SU, Secretary of Labor,)	
United States Department of Labor)	
)	
Plaintiff,)	Case No. 1:22-cv-01030
)	
v.)	Hon. Nancy L. Maldonado
)	
DAVID FENSLER, et al.,)	
)	
Defendants.)	

SECOND STATUS REPORT OF THE INDEPENDENT FIDUCIARY

On August 10, 2023, the Court’s Preliminary Injunction Order in this matter (D.E. #147) appointed Receivership Management Inc., as Independent Fiduciary (“IF”) over the United Employee Benefit Fund Trust and Participating Plans (“UEBF”). On November 28, 2023, an Amended Preliminary Injunction Order was entered (D.E. #175), but this amendment did not alter the fact that Receivership Management, Inc. continues to be the IF appointed in this matter. Through Minute Order entered on November 9, 2023 (D.E. #171), the Court further stated:

A joint status report from the parties, including an update from the independent fiduciary, is due by 12/12/2023. The report should update the Court on any further developments in the parties' settlement discussions, their discussions on discovery and a proposed case management schedule, and the results of the Rule 45 subpoenas, including whether the independent fiduciary has made any further progress in identifying plan participants.

This filing is the Second Status Report of the IF filed in accordance with the Court’s November 9, 2023 Minute Order.

In the IF’s initial Status Report, filed with this Court on November 7, 2023 (D.E. #170-1), the IF indicated that the following areas needed to be addressed as this case moves forward.

The areas listed by the IF in its previous report are as follows:

- 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 there should be a change in the beneficiary to the UEBF. If such is allowed, 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

Each of these areas will be addressed in this Report, and this Report will also give the Court information concerning the IF’s progress in identifying plan participants and reporting on the responses to subpoenas issued by the United States Department of Labor, as directed by the Court.

A. DETERMINING WHO IS ELIGIBLE FOR A DEATH BENEFIT

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

1. Under the UEBF plan documents, 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. Addressing these matters has been exceedingly difficult. Since the IF filed its last status report, the IF has been diligently working to identify the names and addresses of the people who could be determined under the Plan/Trust Documents and Summary Plan Description as UEBF plan participants. In its last status report, the IF reported to the Court that the Union had reported to the IF that, as of August 29, 2023, there were 11 employers in good standing with the Union that employed Union labor.⁴ The IF has combed through the UEBF's server and its hard files (many of which were transported from Chicago to the IF's principal business office in Madison, Tennessee) to gather up copies of the packet of executed documents that evidence an employer's participation in the UEBF, to include: an addendum to the Master Contract entered into by and between the Union and the American Workers Master Contract Group [hereinafter the "Collective Bargaining Agreement" or the "CBA"], a Recognition Agreement which recognizes the Union as the collective bargaining agent for its employees, a Death Benefit Option/DBO Exhibit I, which sets forth how plan benefits are to be calculated for the employees of each CBA employer, a DBO Subscription Agreement, and similar documents.

4. Copies of the majority of such executed documents have been located by the IF for 10 of the 11 employers identified by the Union. Attached as Exhibit A and incorporated herein by reference is a listing of CBA employers that have been identified by the Union, along with information gathered by the IF in the documents it has reviewed relative to the plan benefits to be provided to its employees. This information is still in the process of being compiled, and thus the IF expects to be able to provide more complete information with its next report. The IF has also located numerous "Certificates of Benefit" that were issued to employees of CBA

⁴ Id., at ¶ 16, p.12 & Exhibit G.

Employers, most of which the IF believes are not currently entitled to plan benefits as provided under the terms of the Plan/Trust Agreement and Summary Plan Description.⁵

5. As of the filing of this Report, 10 of 10 employers⁶ have responded to the Secretary of Labor's subpoenas, the most recent response being as of yesterday, and the IF thanks the Court and the Secretary for their assistance in gathering information from these employers. Some of that information has been helpful; some has not; some remains to be reviewed. The IF has cross-checked much of this information with the information gleaned from the Union so as to establish a list of people who, under the Plan/Trust Agreement and Summary Plan Description, may be UEBF plan participants, along with such participants' contact information.

6. Based upon information obtained from the DOL subpoena to the Union, 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. This notwithstanding, the IF does not believe that any current Numet employee is a plan participant. On November 18, 2010, well prior to the IF appointment, it appears the UEBF issued a letter to Numet terminating Numet's and its employees participation in the UEBF as of August 13, 2008⁷ due to a delinquency in Numet's contributions to the UEBF. A copy of that

⁵ As of the filing of this report, there are 32 separate individuals for whom the IF has found "Certificates of Benefit" in their name for individuals employed by CBA Employers. For many such individuals, multiple "Certificates of Benefit" were discovered, in differing amounts. This list does not include individuals employed by Numet Machining Techniques, Inc. or Wams, Inc., for reasons discussed later in this Report. In performing a cross-check on these 32 separate individuals, most do not have life insurance policies insuring their lives, and most are not listed by the Union as current members of the Union. See discussion of Union response to USDOL subpoena, below.

⁶ Numet Machining Techniques, Inc. has been excluded from of the count of DOL subpoenas. *See* below. A subpoena was not issued from the Secretary to Wams, Inc. for reasons set forth below.

⁷ 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, 2008**" (emphasis in original). From the context of the letter, it seems clear the actual date intended is "August 13, 2008". *See* Exhibit B.

letter is attached hereto as Exhibit B and is incorporated herein by reference. The IF has reviewed records available to it and believes 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.

7. 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 by the Union on December 1, 2023 in response to the DOL subpoena. However, upon information available to the IF, the UEBF and Wams, along with certain Wams employees, entered into a Settlement Agreement and Release, dated February 26, 2021, attached hereto as Exhibit C 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."⁸ Based on these documents, the IF would recommend that Wams' employees should not be considered UEBF plan participants.

8. The Union responded to the Secretary of Labor's subpoena on December 1, 2023. The Union provided information on its rank and file members, including providing each rank and file member's full name, and, for all but two (2) rank and file members, their address.⁹ Removing union rank and file members who are employed by Numet or Wams for purposes of this analysis, the Union indicated that there are now 14 union rank and file members employed by CBA employers.¹⁰ Of those 14 union rank and file members, only 3 have a life insurance policy owned by the UEBF designed to secure their death benefit.

⁸ See Exhibit C, ¶ 1, p.2.

⁹ Both of the missing addresses are for individuals employed by UPC Medical Services. UPC Medical Services provided those 2 missing addresses to the Secretary in response to the subpoena it received.

¹⁰ The list provided to the IF, dated August 29, 2023, enumerated only 12 union members; the list provided to Mr. Angell, dated May 17, 2023, enumerated only 11 union members. See Exhibit G to the IF's November 7, 2023 status report.

9. Accordingly, based upon the information gleaned from the life insurance companies, the insurance policy database maintained by the UEBF, and the information gathered from the Union and CBA employers, and again excluding Numet and Wams employees, the following can be seen:

a. The IF has identified 24 individuals who are employed by CBA employers who are either (i) Union rank and file members; or (ii) non-Union members employed by a CBA employer who have an insurance policy purchased by the UEBF to secure their death benefit. Thus, the IF has identified 24 individuals who are potentially UEBF plan participants.¹¹ A listing of potential plan participants, with personally identifiable information redacted, is attached hereto as Exhibit D and is incorporated herein by reference.

b. Of those 24 individuals, the IF believes it now has sufficient contact information for them.¹²

c. Of those 24 individuals, there are life insurance policies owned by the UEBF insuring the lives of 13 individuals. With respect to 11 of the 24 individuals, there are no life insurance policies owned by the UEBF insuring their lives.

d. In addition to the above, there are an additional 24 individuals who are not employed by a CBA employer and, under the Plan/Trust Agreement and Summary Plan Description the IF believes would not be UEBF plan participants. However, these additional 24 individuals do have life insurance policies owned by the UEBF insuring their lives. Thus, there

¹¹ The IF uses the phrase “potentially UEBF plan participants” here as the IF has not yet had the opportunity to verify the eligibility of such persons for plan benefits. For instance, most of the Death Benefit Option Exhibits located by the IF have length of service eligibility requirements of varying lengths.

¹² For many of the non-Union employees of CBA employers, the IF has not been able to locate personal addresses in the information it has received and in the records of the UEBF. It appears that the addresses given for many of these individuals in the UEBF’s records is the employer’s address, and that address will be used unless the individual provides the IF with a personal address for notices.

is a universe of 48 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.

10. The IF will be mailing notice to each of these 48 individuals providing them with notice of the IF's appointment, notice of the Union's termination of the collective bargaining agreement, and providing them with a copy of the Court's Amended Preliminary Injunction.

B. COMPLETING THE PROCESS OF IDENTIFYING INSURANCE POLICIES

11. In its last status report, the IF presented to the Court a list of all of the "in-force" life insurance policies owned by the UEBF and known to the IF as of the date of the filing.¹³ All 17 insurance company groups, referenced in the previous report, have now provided substantive responses to the IF's request for information.¹⁴ However, since the filing of that report, the IF has discovered one (1) additional life insurance policy owned by the UEBF, a whole life policy in "paid up" status which was issued by the Lafayette Life Insurance Company.¹⁵ Also, a death claim was filed on one policy previously listed, and the proceeds on such policy (in the amount of \$34,573.65) have been recovered by the UEBF and are currently held in the Plan's account, and thus that policy is no longer "in-force".

12. Accordingly, as of the date of this Report, the IF has identified 39 active, or "in-force" life insurance policies owned by the UEBF, insuring the lives of 37 different individuals. The current cash surrender values for those 39 insurance policies totals \$4,235,277.72. Of this amount, the UEBF is not listed as the sole beneficiary of the insurance policy in the amount of \$938,595.74. For the remaining \$3,296,681.98, the UEBF is listed as the sole beneficiary of the

¹³ See IF's Status Report, Exhibit H, filed November 7, 2023.

¹⁴ Although all 17 insurance company groups have now responded, the IF has learned of an additional 18th insurance company group, Lincoln Financial Insurance Group, that issued a policy to the UEBF in a Section 1035 exchange in July of 2016. A notice of the IF's appointment and the IF's standard request for information was sent to the issuing insurance company, Lincoln National Life Insurance Company, on November 22, 2023.

¹⁵ Lafayette Life Insurance Company policy #A 0848867U.

insurance policy. Attached as Exhibit E and incorporated herein by reference is a current listing of the active, “in-force” life insurance policies owned by the UEBF. The IF believes it has identified every active, or “in-force” policy owned by the UEBF, along with the current cash surrender values of such policies.¹⁶

**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, 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 to current plan participants the opportunity to purchase their policy at its “current net value ...”. Instead, the Plan Documents indicate that, net of claims, remaining Plan assets are to be used to provide benefits consistent with the purposes of the Plan for Participants covered on the date of termination. Based on prior experience with pension plans containing similar language, the IF believes a policy (perhaps a group annuity) could be purchased to provide death benefits for those individuals determined to be UEBF plan participants.

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

¹⁶ However, see footnote 14. There is still an outstanding request for information from an 18th insurance company group, Lincoln Financial Insurance Group.

delineated in its previous status report, the IF does not currently have the liquid assets to contract with an actuary to value all of these policies at this time, and thus cannot provide to the Court a true value for such policies at this time.

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 a 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 48 may also need to be reviewed for collectability.¹⁷

F. RESOLVING PENDING LITIGATION

16. As previously reported, there are several pending actions which involve the UEBF. Here follows the status of each of those pending actions:

- 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 Futterman, Riskus, and Fulton. Futterman v. UEBF et al (#1:20-

¹⁷ 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 have to pay tax, since there was no profit or gain to the UEBF in such transaction. The loan written off was reported to the IRS as a benefit paid to the borrower/participant and reported on an 1099 to the recipient of the loan.

cv-06722) (Rowland) (staying decision on cross-motions for summary judgment, taking Futterman's request for decision of a pending Rule 11 motion under advisement and setting a report date for 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 December 29, 2023 –D.E. #50).

- 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 December 21, 2023).
- d) A federal court action brought by the UEBF against former counsel Platt and his law firm. Sledz v. Platt et al (#1-22-cv-0952) (Gettleman) (case stayed with status report due by December 28, 2023 - - D.E. #94).
- e) A federal court action brought by the UEBF against former Trustee McDowell. Sledz v. McDowell et al (#1:21-cv-05238) (Jenkins) (pending motion for summary judgment terminated without prejudice to re-file, 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. Under its authority, the IF will be filing with the Court a Plan of Liquidation and will

also, in connection with that filing, file a Motion for Injunctive Relief under the Federal All-Writs Act (28 U.S.C. §1651).

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

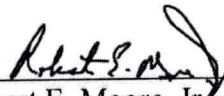
18. As shown in Exhibit E to this Report (there are fifteen (15) policies (covering fourteen (14) individuals)) that do not list the UEBF as beneficiary, as required under the Plan/Trust Document and Summary Plan Description. It is unclear based on the information held by the IF as to why these individuals were treated differently. Further, if these individuals should be considered participants, those policies, under the Trust/Plan Document, are plan assets and, upon further report from the IF and order of the Court, consideration should be given to changing the beneficiary of those policies to the UEBF.

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 months of August, September, October, and November, 2023 for the Court's review, which are attached as Collective Exhibit F and are incorporated herein by reference. The IF can present to the Court the bank account statements and reconciliations for these months upon the Court's instructions to do so.

Respectfully submitted,

Receivership Management Inc.
Court-Appointed Independent Fiduciary

By 
Robert E. Moore, Jr., President

dated: December 12, 2023

Exhibit A
Independent Fiduciary's Second Status Report
December 12, 2023

CBA EMPLOYER INFORMATION (as of December 11, 2023)

<u>Employer Name</u>	<u>Recognition</u>	<u>Agr. Signed</u> <u>Benefit, Conditions, & Notes</u>
Heinold & Feller Tire Co. Inc.	3/6/1996 8/13/2003	NO EXECUTED DOCUMENTS FOUND ON UEBF SERVER; UNION SHOP DATABASE ON UEBF SERVER INDICATES THE CBA WAS SIGNED ON 8/13/2003; Certificates of Benefit Issued on 6/7/1996--copies in the hard files; addendum signed on 8/3/2003 requires 1000 hours continuous service; DBO subscription agreement, DBO declaration and release, Exhibit I, and DBO employer acknowledgement signed 8/10/2001; Exhibit I provides for 10 times earnings with no minimum or maximum as of 8/10/2001, and requiring 90 days of continuous service--no retirement language
Michael & Co Inc.	4/10/1998	NO EXECUTED DOCUMENTS FOUND ON UEBF SERVER; UNION SHOP DATABASE ON UEBF SERVER INDICATES THE CBA WAS SIGNED ON 4/10/1998. Certifiates of Benefit issued on 6/1/1998--copies in the hard files; addendum signed on 4/10/1998 requires 1000 hours continuous service; DBO subscription agreement signed 4/13/1998; DBO declaration and release, Exhibit I and DBO employer acknowledgment signed 4/14/1998. Exhibit I provides for 10 times earnings as of 4/14/1998 or first date of eligibility for benefits with a minimum benefit of \$250,000.00 and a maximum benefit of \$1,600,000.00
Numet Machining Techniques, Inc.	8/29/2003	PER DOCUMENTS FOUND ON UEBF SERVER: Benefit 5 times annual compensation as of 7/31/2003; Eligibility takes 6 months, but also have to accumulate a total of 1500 hours in a calendar year to be an "Employee" per addendum; Contradictory DBO Exhibits executed by employer. First says that the Minimum Benefit \$200K; Maximum Benefit \$1MM. Second says that the Minimum Benefit \$150K; Maximum Benefit \$150K (and this DBO Exhibit I has a fax line at the top dated 2010). Letter from David Fensler to financial services company, dated 11/8/2010, indicates that managment was not included in the UEBF Plan. UEBF terminates Numet as participating ER as of 8/13/2008 via 9/18/2010 letter (unsigned in file) due to being "delinquent in contribution". UNION SHOP DATABASE ON UEBF SERVER CONFIRMS THE CBA WAS SIGNED ON 8/29/2003. Nothing in Numet file contradicts this information.

O'Meara Mgmt Corp., Inc.

NO EXECUTED DOCUMENTS FOUND ON UEBF SERVER. Checks issued for reinstatement by O'Meara on 8/3/2020. Appears to be policy reinstatements in 2020. UNION SHOP DATABASE ON UEBF SERVER INDICATES THE CBA WAS SIGNED ON 12/19/2002. MAIN O'MEARA MGMT HARD FILE NOT FOUND IN UEBF FILES; however, certificates of benefit found for numerous employees

Shiigi Drug Co., Inc.

12/17/2002

PER DOCUMENTS FOUND ON UEBF SERVER: For non-retired employees, 3.5 times annual compensation as of 12/17/2002; min. benefit \$100K & max. benefit \$1MM; Eligibility takes 1 year, but also have to accumulate a total of 1000 hours in a calendar year to be an "Employee" per addendum; Retired active participants have a separate DBO exhibit, giving 3.5 times annual compensation "Based on last negotiated pre-retirement benefit. With respect to partners, the benefit will be the multiple of income as indicated above, or if less, the face amount of their life insurance policy on their life."; with a min. benefit of \$15K and a max. benefit of \$1MM. Only DBO Exhibit and Addendum docs found on UEBF server. UNION SHOP DATABASE ON UEBF SERVER CONFIRMS THE CBA WAS SIGNED ON 12/17/2002. Hard files confirm all details and contain all signed documents, including the recognition agreement.

Stockyards Insurance Agency, Inc.

12/30/1994
3/3/2003

PER DOCUMENTS FOUND ON UEBF SERVER: DBO Exhibit is dated 12/30/1994, 2 times annual compensation as of 12/30/1994; min. benefit of \$50K, no max benefit; Eligibility takes 1 year, but also have to accumulate a total of 1500 hours in a calendar year to be an "Employee" per addendum; Addendum (newer than the DBO Exhibit) executed on 3/3/2003 with Local 707; Local 2411 documents signed on 12/30/1994; no new DBO Exhibit found with Local 707. UNION SHOP DATABASE ON UEBF SERVER CONFIRMS THE CBA WAS SIGNED ON 3/3/2003. Copies in UEBF hard files confirm dates and signatures, but no certificates of benefit located.

The Pet Hospital - Hilo Inc.	12/27/2000	PER DOCUMENTS FOUND ON UEBF SERVER: 5 times annual compensation as of 12/27/2000; only for employees with 10 years minimum continuous service; min. benefit \$50K & max. benefit \$1MM. Only DBO Exhibit and Document indicating no change to Addendum, undated, found on UEBF server. UNION SHOP DATABASE ON UEBF SERVER INDICATES THE CBA WAS SIGNED ON 12/27/2000. Hard files contain all signed documents, including the recognition agreement and addendum. However, re DBO exhibit, 2 separate exhibits were signed on 12/27/2000. The first is the retirement exhibit as delineated above on the UEBF Server. The second lacks the retirement language, makes the minimum benefit \$75K, and bases the annual compensation "as of December 31, 1999".
United Capital Markets, Inc.	11/15/2002	NO EXECUTED DOCUMENTS FOUND ON UEBF SERVER; UNION SHOP DATABASE ON UEBF SERVER INDICATES THE CBA WAS SIGNED ON 11/15/2002. Copies of signed documents all found in UEBF hard files which reflect the following: Benefit 4 times annual compensation as of 11/15/2002; No eligibilty requirement, but also have to accumulate a total of 1500 hours in a calendar year to be an "Employee" per addendum. Minimum benefit of \$250,000 with no maximum benefit listed. No retirement feature in DBO exhibit found in hard files.
UPC Medical Supplies/DBA United Pacific	12/28/1999	Only the Addendum to the CBA found on the UEBF Server, signed on 12/28/1999. Minimum 1500 hrs. work in a calendar year required to be an "Employee" per addendum. UNION SHOP DATABASE ON UEBF SERVER INDICATES THE CBA WAS SIGNED ON 12/28/1999. Copies of signed documents all found in UEBF hard files which reflect the following: Benefit 15 times annual compensation as of 12/28/1999 or first day of eligibility; Must have 6 months of continous service and have to accumulate a total of 1500 hours in a calendar year to be an "Employee" per addendum. Minimum benefit of \$250,000; maximum benefit \$2,750,000. No retirement feature in DBO exhibit found in hard files. All documents found executed, including recognition agreement.
Wams, Inc.		<i>Settlement Agreement and Release executed by parties in February, 2021</i>

Wolf, Inc.

12/20/2002

NO EXECUTED DOCUMENTS FOUND ON UEBF SERVER; UNION SHOP DATABASE ON UEBF SERVER INDICATES THE CBA WAS SIGNED ON 12/20/2002. Copies of signed documents all found in UEBF hard files which reflect the following: Benefit 15 times annual compensation as of 10/14/1999; No eligibility requirement; employee must have to accumulate a total of 1500 hours in a calendar year to be an "Employee" per addendum. No minimum or maximum benefit listed. No retirement feature in DBO exhibit found in hard files. All documents found executed, including recognition agreement.

Exhibit B
Independent Fiduciary's Second Status Report
December 12, 2023

United Employee Benefit Fund

2550 Compass Road, Suite G
Glenview, IL 60026

David K. Fensler, CEBS - Trustee
Phone 847-509-8778
Fax 847-509-8744
david@UEBF.org

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 C
Independent Fiduciary's Second Status Report
December 12, 2023

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 D. 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

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:  _____

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

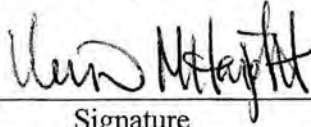
Cristian M. Williams

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

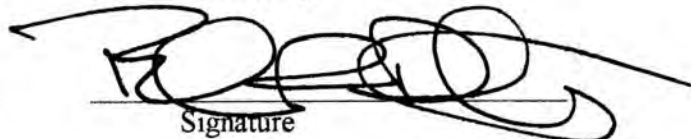
Kevin Haight

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

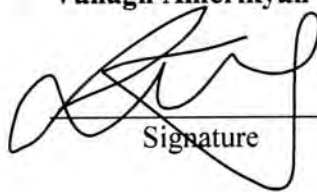
Brent R. Dastrup

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

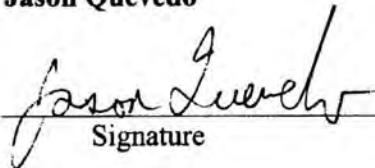
Vahagn Amerikyan

Dated: _____

Signature

Jason Quevedo

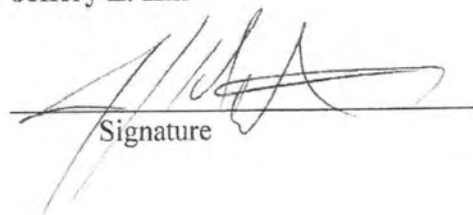
Dated: 04/27/21



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:  _____
John Fernandez, Title: _____

Exhibit D
Independent Fiduciary's Second Status Report
December 12, 2023

UEBF Potential Plan Participants as of December 11, 2023 (derived from responses to Union subpoena & discovered insurance policies)		
<u>Employer Name</u>	<u>Union Member?</u>	<u>Insurance Policy Purchased to Secure Plan Benefit</u>
Heinold & Feller Tire	Yes	NONE
Heinold & Feller Tire	No	Penn Mutual Policy # 8377084 - Guaranteed Protection Policy with no cash surrender value but a \$2,400,000.00 death benefit; UEBF is the beneficiary of the policy.
Heinold & Feller Tire	No	2 policies with Farmers & Traders (Columbian) . As of 10/16/2023, (a) policy #306204 has a death benefit of \$109,220.00 and a cash surrender value of \$97,325.37, and (b) policy #323335 has a death benefit of \$12,237.00 and a cash surrender value of \$10,904.33. Both are reduced paid-up policies per the ins company.
Michael & Co	Yes	NONE
O'Meara Mgmt Corp.	Yes	Penn Mutual Policy # 8316394 - Term policy w/ annual premium and without a "no lapse" guaranty. Death benefit of \$473,130.08.
O'Meara Mgmt Corp.	Yes	NONE
Shiigi Drug Co. Inc.	No	Penn Mutual Policy #8356535 - Policy for 30 years with a maximum age of 85. As of 11/1/2023, death benefit is \$580,000.00 and the cash surrender value is \$168,568.68, with the cash surrender value currently increasing over time. UEBF is listed as the beneficiary of the policy.
Shiigi Drug Co. Inc.	Yes	NONE
Shiigi Drug Co. Inc.	Yes	Penn Mutual Policy #8358361 - Policy for 30 years with a maximum age of 85. As of 11/1/2023, death benefit is \$660,000.00 and the cash surrender value is \$92,139.30. UEBF is listed as the beneficiary of the policy.

Shiigi Drug Co. Inc.	No	Penn Mutual Policy #8375114 - Policy for 30 years. As of 11/1/2023, death benefit is \$1,250,000.00 and the cash surrender value is \$96,726.77 with the cash surrender value currently decreasing over time. UEBF is listed as the beneficiary of the policy.
Stockyards Insurance	No	Security Mutual Life Insurance Company of New York Policy #1208916 - As of 9/5/2023, death benefit is \$203,038.74 and the cash surrender value is \$87,558.58, with the cash surrender value currently increasing over time. UEBF is NOT listed as the beneficiary of the policy.
Stockyards Insurance	No	Security Mutual Life Insurance Company of New York Policy #1208917 - As of 9/5/2023, death benefit is \$297,839.46 and the cash surrender value is \$232,698.15, with the cash surrender value currently increasing over time. UEBF is listed as the sole beneficiary of the policy.
Stockyards Insurance	Yes	NONE
The Pet Hospital-Hilo	No	Penn Mutual Policy #8351467 - Policy for 30 years with a maximum age of 85. As of 11/1/2023, death benefit is \$324,212.00 and the cash surrender value is \$92,956.17, with the cash surrender value currently increasing over time. UEBF is NOT listed as the beneficiary of the policy.
The Pet Hospital-Hilo	Yes	Penn Mutual Policy #8351469 - Policy for 30 years with a maximum age of 85. As of 11/1/2023, death benefit is \$303,622.00 and the cash surrender value is \$97,383.18, with the cash surrender value currently increasing over time. UEBF is NOT listed as the beneficiary of the policy.
United Capital Markets	Yes	NONE
United Capital Markets	Yes	NONE
United Capital Markets	No	Sun Life Assurance Co Policy #20078588 - As of 10/30/2023, death benefit is \$1,499,840.00 and the cash surrender value is \$153,892.31, with the cash surrender value increasing over time if the annual premium is paid. UEBF is NOT listed as the beneficiary of the policy.

UPC Medical Supplies	No	Indianapolis Life Policy #IL00272120 (Global Atlantic) - As of 12/27/2022, death benefit is \$1,410,000.00 and the cash surrender value is \$223,310.32, with the cash surrender value decreasing over time. UEBF IS listed as the beneficiary of the policy.
UPC Medical Supplies	No	Indianapolis Life Policy #IL00273020 (Global Atlantic) - As of 12/27/2022, death benefit is \$1,326,230.00 and the cash surrender value is \$309,104.34, with the cash surrender value decreasing over time. UEBF IS listed as the beneficiary of the policy.
UPC Medical Supplies	Yes	NONE
UPC Medical Supplies	Yes	NONE
UPC Medical Supplies	Yes	NONE
Wolf, Inc.	Yes	NONE

Exhibit E
Independent Fiduciary's Second Status Report
December 12, 2023

UEBF IN FORCE POLICIES - as of December 11, 2023

Carrier Group	Carrier	Policy #	Death Benefit	Net Cash		CSV		Policy Loans	Policy Beneficiary	CBA ER		Notes
				Surrender Value	CSV as of / through date	Taxable Amount	Policy Type			per Union		
Columbian	Farmers & Traders	306204	\$109,220.00	\$97,325.37	10/16/2023	unknown	\$0.00	Not UEBF	WL/U	Yes	Reduced Paid Up	
Columbian	Farmers & Traders	323335	\$12,237.00	\$10,904.33	10/16/2023	unknown	\$0.00	Not UEBF	WL/U	Yes	Reduced Paid Up	
Global Atlantic	Indianapolis LIC	IL00272120	\$1,410,000.00	\$223,310.32	12/27/2022	unknown	\$0.00	UEBF	WL/U	Yes	CSV currently decreasing	
Global Atlantic	Indianapolis LIC	IL00273020	\$1,326,230.00	\$309,104.34	12/27/2022	unknown	\$7,806.82	UEBF	WL/U	Yes	CSV currently decreasing	
Global Atlantic	AmerUS LIC	AB00664530	\$250,000.00	\$18,068.54	1/24/2023	unknown	\$0.00	UEBF	WL/U	No	CSV currently increasing	
Lafayette LIC	Lafayette LIC	A 0848867U	\$55,300.44	\$19,512.20	12/28/2022	unknown		UEBF	WL	No	Reduced Paid Up	
Pacific Life	Pacific Life	VF51982900	\$700,000.00	\$28,476.16	10/26/2023	unknown	\$0.00	UEBF	WL/U	No	CSV currently decreasing	
Penn Mutual	Penn Mutual	8356535	\$580,000.00	\$168,568.68	11/1/2023	unknown	\$0.00	UEBF	WL/U	Yes	CSV currently increasing - gty cov 30 yrs/age 85	
Penn Mutual	Penn Mutual	2705484	\$200,000.00	\$11,069.94	11/1/2023	unknown	\$0.00	UEBF	GPUL	No	Premium owed annually - cov gty for life	
Penn Mutual	Penn Mutual	8316394	\$473,130.08	N/A	N/A	N/A	N/A	UEBF	Term	Yes	Term w/ Ann Prem; no "no lapse" gty	
Penn Mutual	Penn Mutual	8377084	\$2,400,000.00	\$0.00	11/1/2023	unknown	\$0.00	UEBF	GPUL	Yes	Coverage guaranteed for life	
Penn Mutual	Penn Mutual	8376398	\$1,437,382.00	\$97,932.13	11/1/2023	unknown	\$0.00	UEBF	WL/U	No	CSV currently decreasing - gty cov 30 yrs/age 85	
Penn Mutual	Penn Mutual	8376399	\$2,275,715.00	\$272,922.16	11/1/2023	unknown	\$0.00	UEBF	WL/U	No	CSV currently decreasing - gty cov 30 yrs/age 85	
Penn Mutual	Penn Mutual	8326103	\$304,442.79	\$7,727.04	11/1/2023	unknown	\$19,314.01	Not UEBF	WL	No	Whole life produce without a "no lapse" guaranty	
Penn Mutual	Penn Mutual	8370750	\$435,966.76	\$174,901.15	11/1/2023	unknown	\$3,208.24	UEBF	WL/U	No	Guaranteed cov 30 yrs/max age 85	
Penn Mutual	Penn Mutual	8351444	\$371,320.00	\$147,689.98	11/1/2023	unknown	\$0.00	UEBF	WL/U	No	CSV currently decreasing - gty cov 30 yrs/age 85	
Penn Mutual	Penn Mutual	9214295	\$721,966.18	\$247,770.79	11/1/2023	unknown	\$40,233.82	UEBF	WL/U	No	Guaranteed cov 20 yrs/max age 80	
Penn Mutual	Penn Mutual	8358361	\$660,000.00	\$92,139.30	11/1/2023	unknown	\$0.00	UEBF	WL/U	Yes	Guaranteed cov 30 yrs/max age 85	
Penn Mutual	Penn Mutual	8220929	\$2,787,559.00	\$0.00	11/1/2023	unknown	\$0.00	UEBF	GPUL	No	Paid Up w no CSV - cov gty for life	
Penn Mutual	Penn Mutual	8375114	\$1,250,000.00	\$96,726.77	11/1/2023	unknown	\$0.00	UEBF	WL/U	Yes	CSV currently decreasing - gty cov 30 yrs/age 85	
Penn Mutual	Penn Mutual	8351475	\$218,412.00	\$23,808.85	11/1/2023	unknown	\$0.00	UEBF	WL/U	No	CSV currently increasing - gty cov 30 yrs/age 85	
Penn Mutual	Penn Mutual	8351474	\$176,382.00	\$51,307.76	11/1/2023	unknown	\$0.00	UEBF	WL/U	No	CSV currently increasing - gty cov 30 yrs/age 85	
Penn Mutual	Penn Mutual	8351473	\$722,471.00	\$235,334.39	11/1/2023	unknown	\$0.00	UEBF	WL/U	No	CSV currently increasing - gty cov 30 yrs/age 85	
Penn Mutual	Penn Mutual	9214296	\$448,924.14	\$190,294.76	11/1/2023	unknown	\$21,228.86	UEBF	WL/U	No	CSV currently increasing - gty cov 20 yrs/age 80	
Penn Mutual	Penn Mutual	8351467	\$324,212.00	\$92,956.17	11/1/2023	unknown	\$0.00	Not UEBF	WL/U	Yes	CSV currently increasing - gty cov 30 yrs/age 85	
Penn Mutual	Penn Mutual	8351469	\$303,622.00	\$97,383.18	11/1/2023	unknown	\$0.00	Not UEBF	WL/U	Yes	CSV currently increasing - gty cov 30 yrs/age 85	
Penn Mutual	Penn Mutual	8358438	\$300,000.00	\$165,334.74	11/1/2023	unknown	\$0.00	UEBF	WL/U	No	CSV currently decreasing - gty cov 30 yrs/age 85	
Penn Mutual	Penn Mutual	8228050	\$237,475.00	\$18,165.26	11/1/2023	unknown		Not UEBF	GPUL	No	CSV currently decreasing - cov gty for life	
Penn Mutual	Penn Mutual	8230763	\$471,041.00	\$42,149.61	11/1/2023	unknown		Not UEBF	GPUL	No	CSV currently decreasing - cov gty for life	
Protective Life	MONY/Equitable	MF2600054	\$250,000.00	\$148,204.45	9/25/2023	\$45,000.00	\$0.00	Not UEBF & UEBF	WL/U	No	Paid Up - CSV currently increasing	
Protective Life	MONY/Equitable	MF2600057	\$250,000.00	\$121,820.24	9/25/2023	\$35,000.00	\$0.00	Not UEBF & UEBF	WL/U	No	Paid Up - CSV currently increasing	
Protective Life	MONY/Equitable	MF2600056	\$305,830.00	\$56,379.36	10/9/2023	\$0.00	\$0.00	Not UEBF & UEBF	WL/U	No	Paid Up - CSV currently decreasing	
Resolution Life	Sec Life of Denver	660009010	\$166,627.19	\$167.14	11/20/2023	unknown	\$0.00	Not UEBF	Univ.	No	CSV is decreasing over time	
Resolution Life	Sec Life of Denver	600049970	\$1,489,710.87	\$489,710.87	11/7/2023	unknown	\$3,240.36	UEBF	Univ.	No	CSV & DB currently decreasing	
Resolution Life	Reliastar Life IC	2-402-446	\$255,642.29	\$1,169.70	11/7/2023	unknown	\$0.00	Not UEBF & UEBF	Univ.	No	CSV currently decreasing	
Sec Mut LIC of NY	Sec Mut LIC of NY	1208916	\$203,038.74	\$87,558.58	9/25/2023 *		\$10,948.26	Not UEBF	WL/U	Yes	CSV currently increasing	
Sec Mut LIC of NY	Sec Mut LIC of NY	1208917	\$297,839.46	\$232,698.15	9/25/2023 *		\$246,625.54	UEBF	WL/U	Yes	CSV currently increasing	
Sec Mut LIC of NY	Sec Mut LIC of NY	1219496	\$2,793.00	\$2,793.00	9/25/2023 *		\$0.00	Not UEBF	WL/U	No	CSV currently increasing	
Sun Life - Canada	Sun Life - Canada	20078588	\$1,499,840.00	\$153,892.31	10/30/2023	\$0.00	\$0.00	Not UEBF	WL/U	Yes	CSV increasing if annual premium is paid	

\$4,235,277.72

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

Collective Exhibit F
Independent Fiduciary's Second Status Report
December 12, 2023

UEBF Cash Flow for August 2023

Beginning Balance (8/1/2023) - Amalgamated ... Chicago Acct #xxxxx4093*		\$327,030.68
Mobile Deposit (unknown) - 8/10/2023	\$58.85	
Cash Inflows		<u>\$58.85</u>
Current Assets PLUS Cash Inflows		\$327,089.53
Hegre, McMahon - 8/1/2023	\$20,000.00	
Dressler, Peters - 8/1/2023	\$14,900.00	
Eugene J. Geekie - 8/1/2023	\$8,075.00	
Camino Compliance - 8/1/2023	\$7,244.26	
Camino Compliance - 8/1/2023	\$6,500.00	
Eugene J. Geekie - 8/1/2023	\$5,737.50	
Northfield Plaza Property, LLC - 8/1/2023	\$3,095.31	
Sledz Consulting - 8/1/2023	\$1,000.00	
Sledz Consulting - 8/1/2023	\$1,000.00	
Eugene J. Geekie - 8/1/2023	\$637.50	
Execuspace - 8/1/2023	\$7.50	
Bank Account Analysis Fees - Charged on 8/24/2023	\$172.01	
Cash Outflows		<u>\$68,369.08</u>
Ending Balance (8/31/2023) - Regions Bank Acct #xxxxxx0710*		\$258,720.45

* On August 29, 2023, the Independent Fiduciary transferred all the cash (\$258,720.45) of the UEBF, via check #17295, into a new depository account at Regions Bank, consistent with ¶¶ 4, 5 and 12 of both the Preliminary Injunction Order (dated August 10, 2023) and the Amended Preliminary Injunction Order (dated November 28, 2023) entered in the instant case

UEBF Cash Flow for September 2023

Beginning Balance (9/1/2023) - Regions Bank Acct #xxxxxx0710*		\$258,720.45
	\$0.00	
Cash Inflows		<u>\$0.00</u>
Current Assets PLUS Cash Inflows		\$258,720.45
Receivership Management, Inc. - Reimbursement of Payments made to Insurance Companies on behalf of the UEBF for Premiums Owed (\$6263.75 to Accordia/Global Atlantic re: policy #IL00272120 & \$18,612.00 to Penn Mutual re: policy #2705484) - 9/27/2023	\$24,875.75	
Cash Outflows		<u>\$24,875.75</u>
Ending Balance (9/30/2023) - Regions Bank Acct #xxxxxx0710*		\$233,844.70

UEBF Cash Flow for October 2023

Beginning Balance (10/1/2023) - Regions Bank Acct #xxxxxx0710*		\$233,844.70
	\$0.00	
Cash Inflows		<u>\$0.00</u>
Current Assets PLUS Cash Inflows		\$233,844.70
Comcast - Check #500 dated 10/4/2023	\$371.08	
Comcast - ACH dated 10/28/2023	\$321.05	
Cash Outflows		<u>\$692.13</u>
Ending Balance (10/31/2023) - Regions Bank Acct #xxxxxx0710*		\$233,152.57

UEBF Cash Flow for November 2023

Beginning Balance (11/1/2023) - Regions Bank Acct #xxxxxx0710*		\$233,152.57
Northfield Plaza Lease Security Deposit Return - 11/17/2023	\$2,092.00	
Death Benefit Paid on Claim - 11/22/2023	\$34,573.65	
Cash Inflows		<u>\$36,665.65</u>
Current Assets PLUS Cash Inflows		\$269,818.22
RMI - July through September 2023 Fees & Expenses - 11/9/2023	\$172,829.32	
Travelers - Business Insurance for the UEBF - 11/17/2023	\$107.00	
Cash Outflows		<u>\$172,936.32</u>
Ending Balance (11/30/2023) - Regions Bank Acct #xxxxxx0710*		\$96,881.90